

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 10th day of May in the year 2013 by and between the ST. HELENA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and [ARCHITECT – TBD through RFP Process], hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for:

- (1) St. Helena High School Auditorium located at 1401 Grayson Avenue, St. Helena, California in the DISTRICT;

As further defined by the project scope set forth on Exhibit "A", hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT understands that Office of Public School Construction ("OPSC") funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If OPSC funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to written authorization by the DISTRICT before such services are performed; and

WHEREAS, 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

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.
2. The ARCHITECT's services, and the services to be performed by the ARCHITECT'S consultants and/or sub-consultants, shall be performed in strict compliance with the program requirements and District standards set forth for the Project. If a program requirement and/or District standard is not expressly set forth for this Project, then ARCHITECT's services and the services of the ARCHITECT's consultants and/or sub-consultants, shall be performed in a manner which is consistent with the professional skill and care of like professionals performing such services for school construction projects in the State of California and consistent with the orderly progress of the work for the Project. The ARCHITECT represents that he/she will follow these requirements and standards in performing all services under this AGREEMENT. Upon request

of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the 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.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before December 13, 2013. If the ARCHITECT cannot submit the documents by the date specified, the ARCHITECT shall notify the DISTRICT and provide an alternative date for submission for the DISTRICT's consideration.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.
2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).
3. The ARCHITECT, based on available documents from the DISTRICT and/or public agencies shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are 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 immediately notify the DISTRICT in writing.
4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.
6. The ARCHITECT shall provide site evaluations and comparative studies of prospective sites, buildings or locations.
7. 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.
8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.
9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to the size, quality or complexity prior to the commencement of the Contract Documents Phase, and method of bidding or negotiating the contract for construction.
10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT systems as required.
13. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
14. To the extent the ARCHITECT is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the ARCHITECT shall 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 as appropriate.
15. The ARCHITECT shall cooperate and consult with DISTRICT in 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 §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a Project.
16. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will include a provision in the contract for construction that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). 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.
 17. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
 18. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, 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.
 19. 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.
 20. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.
 21. The ARCHITECT shall have access to the work at all times.
 22. **Schematic Design Phase**
 - a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.
 - b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic

Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

- c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.
- d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.
- e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
- f. The ARCHITECT shall investigate existing conditions or facilities, visually verify that existing drawings of such existing conditions or facilities are accurately depicted therein, and only use and/or prepare drawings for the Project that accurately depict all existing conditions and facilities.
- g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.
- i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

23. Design Development Phase (Preliminary Plans)

- a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (“OPSC”), California Department of Education (“CDE”), Division of the State Architect (“DSA”) and the local Fire Department.
- b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.
- c. 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.
- d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

24. Construction Document Phase (Final Plans)

- a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (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, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

- b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (“DRC”), County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The 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 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.
- c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.
- d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

25. Bidding & Award Phase

- a. The ARCHITECT, following the DISTRICT’s written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.
- b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor’s contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.
- c. The ARCHITECT shall print and distribute two sets of necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract to the DISTRICT, and shall assist the DISTRICT’s legal advisor in the drafting of proposal and contract forms. Bid and contract forms and documents must be submitted to DISTRICT's legal advisor for

review and approval at least ten (10) days prior to proposed publication or distribution.

- d. 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 file. The DISTRICT shall be responsible for the cost of all bid documents and addenda.
- e. If the lowest bid exceeds the Budget for the PROJECT 5%, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT.

27. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) sets of Construction (contract) Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the

DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; prepare a final punch-list and estimate the value of each item appearing thereon; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

- f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor hereunder.
- h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.
- j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

- k. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract between the DISTRICT and the Contractor. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.
- l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through a reasonable standard of care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.
- m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
- n. The ARCHITECT shall review or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review. Notwithstanding the above, ARCHITECT shall inform the DISTRICT in writing and Contractor in the event that ARCHITECT has actual knowledge of any defects, errors or deficiencies with respect to the Contractor's performance on the PROJECT. The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs as these are the responsibility of the Contractors.
- o. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, 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 furnished by the Contractor to the ARCHITECT.

- p. The ARCHITECT shall observe the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.
- q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
- r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.
- s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, and ensure proper PROJECT close-out within six months from filing of notice of completion.
- t. 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 20 hours of ARCHITECT's services where such claim does not arise out of the ARCHITECT's alleged error and omissions shall be considered an additional service pursuant to Article III. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.
- u. The ARCHITECT shall prepare an AutoCAD file of all as-built conditions at no additional cost.
- v. Before start of construction, the following two documents are required:
 - (i) Contract Information Form DSA-102.

- (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.
- w. The ARCHITECT shall 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.

28. Project Close-Out

- a. The ARCHITECT shall assure delivery of the following documents described below to the Division of the State Architect and/or the DISTRICT for review before issuance of a "Certificate of Completion".
- b. During the period the PROJECT is under construction the following documents are required:
 - 1. Copies of the Inspector of Record's semi-monthly reports.
 - 2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.
 - 3. Final Punch List with estimated values of each item on the Final Punch List.
 - 4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the Contractor.
- c. Upon completion of construction of the PROJECT, the following reports are required:
 - 1. Copy of the Notice of Completion.
 - 2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
 - 3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
 - 4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final

Laboratory Report, Welding, Glued-Laminated Timber, etc.

5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by DSA.
7. Copies of the signature page of all Change Orders as approved by DSA.
8. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.
9. Written representation identifying and acknowledging that all Close Out Documents (e.g., completed Final Punch List, warranties, waivers and releases, Owner and Operator Manuals etc., etc.) required to be supplied by and/or through the Contractor have been received.
10. Any other item which may be required by a state agency.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. If a mutually agreed to lump sum is not agreed to, then upon receiving written authorization from the DISTRICT's Board, the ARCHITECT shall perform such additional services on a time and material basis at the rates agreed to and set forth on Exhibit "B". The hourly rates set forth on Exhibit "B" shall be held firm for the life of this AGREEMENT. Such additional services may include:
 - a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.
 - b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the

ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

- c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
 - e. Preparing special delineations or models not provided for in Article II unless such delineations or models are used by the ARCHITECT for internal purposes or for study.
 - f. If the DISTRICT requests the PROJECT be let on a segregated basis 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.
 - g. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are implemented, waived and/or modified by the District. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.
 - h. Providing interior design services such as furniture selection.
 - i. Preparing measured as-built drawings and measured site utilities as-built drawings.
 - j. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
2. If authorized in writing by the DISTRICT's Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. 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

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints, existing conditions and/or facilities as well as any other criteria provided by the DISTRICT.
2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.
3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.
6. At ARCHITECT's request, the DISTRICT shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT and a written legal description of the site, and/or the DISTRICT shall furnish the services of geotechnical engineers as required by authorities having jurisdiction over the PROJECT. The DISTRICT shall also furnish the necessary tests, such as structural, mechanical, chemical, air and water pollution and hazardous material tests when required by law or authorities having jurisdiction over the PROJECT.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost (“Construction Cost”) shall be reconciled against the DISTRICT’s Budget for the PROJECT.
2. PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.
5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
6. If the lowest bid received exceeds the Budget by 5%:
 - a. The DISTRICT may give written approval of an increase of such fixed limit;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
 - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
 - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.
7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is

brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT. If redesign is reasonable without compromising the intent of the PROJECT, DISTRICT's approval of the redesign will not be unreasonably withheld by the DISTRICT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.
2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT before formalization.
3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. ARCHITECT shall maintain all records concerning the PROJECT for a period of four years after the completion of the PROJECT, or a longer term if there is litigation regarding the PROJECT. ARCHITECT shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. ARCHITECT shall make such documents and records available to authorized representatives of DISTRICT for inspection or audit at any reasonable time and shall provide copies thereof to DISTRICT upon request.
2. Pursuant to Section 17316 of the Education Code, all plans, including, but not limited to, record drawings, specifications, and estimates prepared by ARCHITECT pertaining to the PROJECT pursuant to this AGREEMENT shall be and shall remain the property of DISTRICT. Nothing in this paragraph shall preclude DISTRICT from using the plans, record drawings, specifications, or estimates related to the PROJECT for the purposes of additions, alignments, or other development on or adjacent to the site.

3. Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by ARCHITECT under this AGREEMENT by DISTRICT or any other person with DISTRICT's consent, for any purpose other than as contemplated in this AGREEMENT, shall be at the sole risk of DISTRICT and without liability to ARCHITECT, with no warranty of merchantability or fitness, and DISTRICT shall indemnify, hold harmless and defend ARCHITECT and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by ARCHITECT.
4. After the completion of this PROJECT, ARCHITECT shall not permit any reproductions to be made of any DISTRICT-owned documents without the written approval of DISTRICT, which approval DISTRICT may grant or withhold in DISTRICT's absolute discretion, and shall refer all requests for such documents by other persons to DISTRICT.
5. The ARCHITECT and DISTRICT shall have the right to include photographic or graphic representations of the design of the PROJECT among their respective promotional and professional materials.

ARTICLE VIII - TERMINATION

1. DISTRICT shall have the right to terminate this AGREEMENT without cause upon thirty (30) days written notice to ARCHITECT and upon compensation to ARCHITECT as set forth above. If DISTRICT terminates this AGREEMENT under this provision the PARTIES shall be relieved of the remaining executory obligations of the AGREEMENT except for such liability arising out of services performed prior to the date of termination.
2. DISTRICT may, at its election, terminate this AGREEMENT if ARCHITECT defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from DISTRICT. If DISTRICT terminates this AGREEMENT based upon the material default of ARCHITECT, DISTRICT shall be entitled to pursue any remedy available under the law against ARCHITECT including, without limitation, an action for damages for breach of contract.
3. ARCHITECT may, at its election, terminate this Agreement if DISTRICT defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from ARCHITECT. If ARCHITECT terminates this AGREEMENT based upon the material default of DISTRICT,

ARCHITECT shall be entitled to pursue any remedy available under the law against DISTRICT, including, without limitation, an action for damages for breach of contract.

4. Upon termination of this AGREEMENT for any reason, ARCHITECT shall promptly and without further cost or charge to DISTRICT, promptly deliver to DISTRICT all of the documents and other work product relating thereto.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.
2. Payments for Architects Fee shall be made monthly in proportion to services performed within each phase as reasonably determined by DISTRICT. Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized. ARCHITECT shall submit a monthly invoice in a form approved by the DISTRICT that indicates the services performed during the past billing period, method of computation, and amount payable. ARCHITECT shall be paid monthly in the usual course of DISTRICT business after the invoice has been approved by DISTRICT's authorized representative. ARCHITECT shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice. If DISTRICT terminates this AGREEMENT at any time, with or without cause, ARCHITECT shall, upon notice of such termination, promptly cease all services. ARCHITECTS's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the District Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design:	10% of estimated Architect Fee, to be paid monthly based on actual level of completion, as set forth in Section 3 below.
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Design Development:	15% of estimated Architect Fee, to be paid monthly based on actual level of completion, as set forth in Section 3 below.
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Construction Documents: 27% of estimated Architect Fee, to be paid monthly based on actual level of completion, as set forth in Section 3 below.

D.S.A. Approval: 5% of estimated Architect Fee as set forth in Section 3 below.

Bidding Phase: 3% of estimated Architect Fee as set forth in Section 3 below.

Construction Admin: 35% of actual Architect Fee, to be paid monthly based on projected construction period and as set forth in Section 3 below.

D.S.A. Closeout: 5% of actual Architect Fee, to be paid upon the DISTRICT's receipt of DSA Certification of the PROJECT.

TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION:

100% of actual Architect Fee based on accepted bid

3. ARCHITECT's FIXED Fee is: \$625,000.00 (six-hundred twenty-five thousand dollars)

(1) St. Helena High School Auditorium located at 1401 Grayson Avenue, St. Helena, California in the DISTRICT;

- a. Projected construction cost of \$9,600,000 (nine-million six-hundred thousand dollars) for schematic design

The fee may be augmented by a maximum of 10% if the project requires the additional services of consultants relative to the scope of the construction that is still to be defined.

4. 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 negotiated and subject to prior approval by DISTRICT Board.
5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written

approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic services and additional services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:
 - a. Approved reproduction (inclusive of printing and/or plotting) of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints. Except where the number of copies required is defined by this AGREEMENT, the ARCHITECT shall provide two sets of documents to the DISTRICT at the completion of each phase.
 - b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.
2. 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. Reimbursable expenses shall not include:
 - a. Travel expenses;
 - b. Check prints or internal prints or plots;
 - c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
 - d. Preliminary plans and specifications;
 - e. ARCHITECT's consultants' reimbursables;
 - f. Study models or mock-ups;
 - g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architects, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All services noted above shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.
3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.
4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and 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 administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. 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.
2. ARCHITECT shall defend, indemnify, and hold harmless the DISTRICT, the Governing Board of DISTRICT, each member of the Board, and the DISTRICT's officers, agents and employees from all claims or suits of any kind that arise out of, pertain to, or relate to the alleged intentional acts and/or omissions, negligence, recklessness, or willful misconduct of ARCHITECT and/or ARCHITECT's agents, consultants, or employees, or the allegation that the ARCHITECT's plans or specifications were inadequate, but excluding liability to the extent resulting from the active or sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable to ARCHITECT or its agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employees, benefits acts. This indemnification obligation survives the performance of architectural services under this AGREEMENT or any termination under the provisions of this AGREEMENT.
3. 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 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:

- a. Workers Compensation and Employers Liability: Any and all claims under the Workers' Compensation Act and other employee benefit acts with respect to the ARCHITECT'S employees or ARCHITECT'S subcontractor's employees arising out of Architect's work under this AGREEMENT.
- b. 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).
- c. 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 per occurrence, including:
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- d. Professional liability insurance, including contractual liability, with limits of not less than FIVE MILLION DOLLARS (\$5,000,000) per claim. 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 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 with limits of not less than TWO MILLION DOLLARS (\$2,000,000) per claim.
- e. 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.
- f. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; 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; shall state that not less than

thirty (30) days' written notice shall be given to DISTRICT before 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. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. 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.

- g. 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 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.
 - h. Failure to maintain professional liability insurance, as stated above, is a material breach of this AGREEMENT and grounds for immediate termination.
- 4. 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 the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's 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.
- 5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
- 6. The 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.
- 7. This AGREEMENT shall be governed by the laws of the State of California and venue shall be in the County of Napa and no other place.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the 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 the DISTRICT and the ARCHITECT.
9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.
10. Agreement Term: The term of this AGREEMENT begins with execution of the AGREEMENT by the PARTIES and ends upon completion of services under the AGREEMENT, unless terminated sooner. Should none of the services stated herein be commenced within sixty (60) days from the date of execution, this Agreement is void.
11. Fingerprinting: DISTRICT has determined that fingerprinting is not applicable to this AGREEMENT, however, ARCHITECT expressly acknowledges that the following conditions shall apply to any work performed by ARCHITECT and/or ARCHITECT's employees on a school site: (1) ARCHITECT and ARCHITECT's employees shall check in with the school office each day immediately upon arriving at the school site; (2) ARCHITECT and ARCHITECT's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, ARCHITECT and ARCHITECT's employees shall not change locations without contacting the school office; (4) ARCHITECT and ARCHITECT's employees shall not use student restroom facilities; and (5) if ARCHITECT and/or ARCHITECT's employees find themselves alone with a student, ARCHITECT and ARCHITECT's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
12. Disabled Veterans Participation Goals: In accordance with Education Code section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DISTRICT. Prior to, and as a condition precedent for final payment under any contract for such PROJECT, ARCHITECT shall provide appropriate documentation to DISTRICT identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that DISTRICT can assess its success at meeting this goal. ARCHITECT agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. ARCHITECT agrees to provide the State or District with any relevant information

requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. ARCHITECT agrees to maintain such records for a period of three years after final payment under the contract.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

[TBD]

St. Helena Unified School District

By: _____

By: _____

Name: [TBD] AIA
License No. [TBD]
Title: [TBD]

Name: Greg Medici
Title: Chief Business Official

Date: May 10, 2013

Date: May 10, 2013

EXHIBIT "A"

**PROJECT SCOPE AS IDENTIFIED BY THE DISTRICT AND COMMUNITY
INCLUDING ESTIMATED COSTS:**

(1) St. Helena High School Auditorium

Design and construct SHHS Auditorium based on Auditorium Programming
Committee Report dated February 20, 2013.

TOTAL FIXED FEE = \$625,000.00 (six-hundred twenty-five thousand dollars)

EXHIBIT “B”

ARCHITECT'S HOURLY FEE SCHEDULE FOR ADDITIONAL SERVICES

[illegible]

THE HOURLY RATES SET FORTH ABOVE ARE GUARANTEED FOR THE LIFE OF THE ARCHITECT'S AGREEMENT WITH THE DISTRICT UNLESS CHANGED BY WRITTEN CHANGE ORDER ISSUED BY THE DISTRICT'S BOARD OF TRUSTEES