

AGREEMENT BETWEEN CLIENT AND ARCHITECT
FOR CALIFORNIA SCHOOL PROJECTS

This AGREEMENT, made in 2 copies on the 6th Day of September of 2023, By and Between the Willows Unified School District, hereinafter called the CLIENT and HMC Architects, hereinafter called the ARCHITECT.

For the Following PROJECT: Murdock Elementary School – Cooling Tower HVAC Replacement – Preliminary Architectural Services

NOW THEREFORE, The Client and Architect agree as follows:

1. BASIC SERVICES OF THE ARCHITECT:

A. Investigation

- (1) The Architect shall review the program with the Client to ascertain the requirements of the project and shall review the understanding of such requirements with the Client.
- (2) The Architect shall visit the site, review available drawings, and based on the District's input, shall develop a proposed preliminary plan for the replacement of existing facilities, for approval by the Client. Proposal to include initial approach for implementation. Deliverables to include implementation report as well as preliminary site plan and building layouts.
- (3) Upon completion and acceptance of the recommended solution, the Architect shall submit a comprehensive proposal for pursuing the agreed-to scope of work for future phases if requested.
- (4) No other services are provided, unless requested by the Client in writing. Additional services will be invoiced on a time and materials basis.

2. EMPLOYEES AND CONSULTANTS

The Architect as part of the basic professional services, shall furnish at his expense the services of personnel and engineers properly skilled in the various aspects of the design and construction of the Project required.

3. THE CLIENT'S RESPONSIBILITIES

- A. The Client shall provide full information as to the requirements and educational program of the Project, including realistic budget limitations and scheduling.
- B. The Client shall furnish a certified survey of the site, if required.

7. OWNERSHIP OF DOCUMENTS

The plans, specifications, and estimates shall be and remain the property of the Client, pursuant to Section 17316 of the Education Code.

8. RE-USE OF DOCUMENTS

A. Not used.

9. ADDITIONAL SERVICES

When services not noted above are found necessary or desirable, Architect shall present a written proposal listing the specific additional services and fee associated therewith. Client's signature applied thereto will indicate acceptance of Architect's proposal for Additional Services.

10. LIMITATION OF LIABILITY

The Client agrees to limit the Architect's liability to the Client and all construction contractors and subcontractors on the Project arising from Architect's breach of this Agreement, professional acts, errors or omissions, such that the total aggregate liability of Architect to all those named shall not exceed \$100,000. The Architect shall carry insurance to protect himself from claims of professional errors and omissions during periods of construction and for two years after filing of the Notice of Completion.

In no event will the officers, directors, shareholders, owners, members, partners or employees of the Architect, or Architect's Consultants be personally liable for any obligation under this Agreement

Client and Architect agree that services performed by Architect under this Project Authorization are solely for the benefit of Client, and are not intended by either Client or Architect to benefit any other person or entity.

The Architect/Engineer hereby states, and the Owner acknowledges, that the Architect/Engineer has no professional liability (errors and omissions) or other insurance, from claims arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos and/or other hazardous waste materials. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Architect/Engineer, his principals, employees, agents and consultants if such claim in any way would invoice the Architect's/Engineer's services for the investigation of or remedial work related to asbestos and/or other hazardous waste materials in the Project.

The Owner further agrees to defend, indemnify and hold the Architect/Engineer and his principals, employees, agents and consultants harmless from any such asbestos and/or other hazardous waste materials related claims that may be brought by third parties as a result of the services provided by the Architect/Engineer pursuant to this Agreement excepting only such claims arising out of the sole negligence or willful misconduct of the Architect/Engineer.

11. AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The ADA also provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect therefore, will use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

12. MEDIATION AND ARBITRATION

A. In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client and Architect agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors & consultants retained for the project and require them to similarly agree to these dispute resolution procedures. Any fees for the mediation shall be shared equally.

This provision shall not be interpreted to restrict the right of either party to file an action in Small Claims Court or to preclude or limit the Architect's right to record, perfect or to enforce any applicable lien or stop notice rights.

B. Questions in dispute under this Agreement which are not settled by mediation may if the parties agree be submitted to arbitration upon written approval of both parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association insofar as the same are not in conflict with the laws of the State of California.

C. Client will make no claim (whether directly or in the form of a third party claim) against Architect unless Client has first provided Architect with a written certification executed by an independent architect, with similar experience to the project.

D. As between Client and Architect, for any claim by Client against Architect for breach of contract, negligence, or any other cause of action, the time to commence a claim or law suit shall commence from the earlier of (1) the date Client learns of the right to the cause of action or (2) no later than the date of substantial completion of the Project. Thereafter, Client shall have two years to commence an arbitration (if the parties agree) or a law suit against Architect.

13. ACCEPTANCE BY CLIENT

- A. If this Agreement and Proposal are not accepted by the Client within 45 calendar days, the Architect may declare them void.
- B. If the start of services are delayed more than 45 calendar days, through no fault of the Architect, the Architect may declare the Agreement and Proposal void or seek additional compensation.
- C. If services are suspended for more than 30 calendar days, through no fault of the Architect, the Architect may seek additional compensation.

14. ADDITIONAL PROVISIONS

The following amendments and/or additions are made a part of this agreement and shall be given effect notwithstanding any other provision contained herein:

- a. Proposal letter dated September 06, 2023, is attached, and considered a part of this Agreement.

The Client and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the CLIENT and the ARCHITECT have executed this agreement the day and the year first above written.



PRINCIPAL IN CHARGE:

Jeffrey Grau
Principal in Charge
HMC Architects
2101 Capitol Ave., Suite 100
Sacramento, CA 95816



CLIENT:

Emmett Koerperich, Superintendent
Willows Unified School District
823 West Laurel Street
Willows, CA 95988

ATTACHMENT "B"

HMC Rate Schedule
Hourly Rate by Professional Category
 (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 330
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 245
Project Manager/Project Architect/Technical Manager	\$ 230
Job Captain/Technical Leader	\$ 190
Project Coordinator	\$ 160
Senior Construction Administrator	\$ 250
Construction Administrator	\$ 230
Construction Administration Support	\$ 125
Design Principal	\$ 330
Senior Project Designer	\$ 245
Project Designer	\$ 230
Design Leader	\$ 190
Designer II	\$ 140
Designer	\$ 125
Sustainability Director	\$ 275
Specifications Writer	\$ 210
Visualization Arts	\$ 190
Senior Education Facilities Planner	\$ 245
Education Facilities Planner	\$ 190

These are the current hourly rates effective July 1, 2023, through June 30, 2024 and are subject to change one time annually effective July 1st

HMC ARCHITECTS

September 06, 2023

Willows Unified School District
823 West Laurel Street
Willows, CA 95988

Attention: Emmett Koerperich, Superintendent

Subject: **Proposal for Preliminary Architectural Services**
Murdock Elementary School – Cooling Tower HVAC Replacement
Architect's Project No.: TBD

Dear Emmett:

Per your request, we are providing a proposal to study options for replacement of the cooling tower feeding wings 100 – 500 at Murdock Elementary School

We will provide the following services:

A. Scope of Work:

1. Develop a preliminary HVAC systems analysis to replace the existing cooling tower system
2. Preliminary layout for placement of units / condensers
3. Pre-design meeting with DSA to determine structural / access / fire life safety impact.
4. Summary of proposed scope of work for a full project delivery.

B. Scope of Services: Our services will include

1. Site observation of existing conditions
2. Graphic Presentations as described above
3. Meetings as needed to finalize the scope of work.
4. Preliminary fee estimate
5. Accessibility preliminary review

C. Consultants: Optimized Energy and Facilities Consulting, Inc., RW Consulting Engineers, Inc.

D. Owner furnished items:

1. As built drawings

E. Proposed Budget: No budget will be developed at this time.

F. Schedule:

September – Review of layout with District / Provide deliverables to District

G. Fees: The Architect agrees to perform services as described by this Agreement and the Client agrees to pay the Architect for such services as an Hourly Basis Not-to-Exceed of \$7,500 based on scope and services described above. This fee includes reimbursable expenses of the A/E team. Significant changes resulting in additional work may require additional fee.

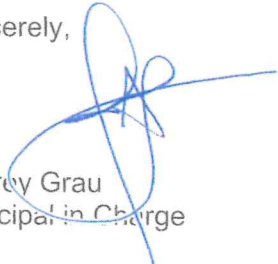
H. Exclusions from Services:

1. Geotechnical report
2. Assessment, testing or removal procedures of hazardous materials
3. DSA close-out of uncertified existing buildings
4. Design Development, Construction Documents, and submittal to DSA.
5. Services or activities not specifically noted above
6. DSA review

Contract Form: We have included an Agreement for this project. If acceptable, please sign and return as soon as possible as we have initiated work to meet your schedule.

Thank you for this opportunity to continue serving the Willows Unified School District.

Sincerely,



Jeffrey Grau
Principal in Charge

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Enclosure

pc: Lujane Aboud, HMC Architects