

*AGREEMENT FOR ARCHITECTURAL SERVICES*

*GLENN COUNTY OFFICE OF EDUCATION DAYCARE REMODEL*

*For the*

*WILLOWS UNIFIED SCHOOL DISTRICT*

*WILLOWS, CALIFORNIA*

*January 1, 2012 through December 31, 2012*

The Client and the Architect agree as follows:

1. ARCHITECT'S SERVICES: The Architect's Basic professional services may consist of the following, as directed by the Owner:
  - a. Schematic and Program Development.
  - b. Preliminary Studies and Estimate.
  - c. Field Verification of Existing Conditions

2. COMPENSATION & PAYMENT: Compensation for the Architect's services shall be billed hourly not to exceed \$3,000 per the following schedule:

A. Architectural Services:	
Principal	\$90.00/hour
B. Printing & Mailing/Shipping	Cost + 20%
C. Mileage	\$0.55/mile
D. Consultant Services (see below)	Cost + 20%
E. Arbitration, Professional Witness Services	\$120.00/hour

Consultant services include structural, mechanical, electrical, civil engineering, drafting and government liaison services used only as needed to successfully execute the Owner's instructions.

A retainer of \$ -0- to be credited to the final payment, is payable upon execution of this agreement. Statements shall be rendered monthly and due within 45 days. If payment is not received within 45 days interest shall be incurred at the rate of 1.5% of the unpaid balance.

3. SURVEYS AND BORINGS: The Client will furnish a certified survey of the building site together with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The Client shall pay for any borings, test pits and other tests that may be required.

4. **ADMINISTRATION:** The Architect will make such periodic visits to the work as he deems necessary to ascertain existing conditions,
5. **REPRODUCTIONS:** The Architect will furnish two (2) final sets of reproductions of preliminary drawings and the Client shall reimburse the Architect, in accordance with the attached, for additional reproductions ordered by the Client.
6. **SUCCESSORS AND ASSIGNMENTS:** The Client and the Architect, each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement. Neither the Client nor the Architect shall assign or transfer his interest in this agreement without the written consent of the other.
7. **OWNERSHIP OF DRAWINGS AND SPECIFICATIONS:** The drawings, specifications and other documents prepared by the Architect for this project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other document for information and reference purposes only in connection with the Client's use and occupancy of the Project and shall be the property of the Client per Education Code Section 17316. The Architect's Drawings, Specifications or other documents shall not be used by the Client or others on other projects, or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.
8. **APPROVALS OF GOVERNMENTAL AGENCIES:** Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction.
9. **GENERAL LIABILITY INSURANCE:** The Architect shall maintain Commercial General and Automobile Liability insurance including Bodily Injury and Property Damage.
10. **ARBITRATION:** All questions in dispute under this agreement shall be submitted to arbitration in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of The American Arbitration Association.
11. **NEW CONSTRUCTION and ALTERATIONS:** The ADA provides that it is a violation to design and construct a facility for first occupancy later than January 26, 1993, 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 possible contradictory interpretations. The Architect, therefore, will use its best 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 warranty or guarantee that the Client's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

12. **ADDITIONAL PROVISIONS - LIMITATION OF LIABILITY:** The Client agrees to limit the Architect's liability to the Client and to all construction contractors and subcontractors on the project, due to the Architect's negligent acts, errors or omissions, such that the total aggregate liability of the Architect to all those named shall not exceed \$ 3,000.00 or the Architect's compensation, whichever is greater.
13. **BETTERMENT:** If due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the project.
14. **CLIENT'S RESPONSIBILITIES:** The client shall be responsible for furnishing existing drawings and other as-built information as need by the Architect.
15. **TERMINATION:** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
16. **ADDITIONAL PROVISION:** If the basic services of the architect have not been completed within 12 months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 2.
17. **SCOPE OF AGREEMENT:** This is the entire agreement between the Client and Architect and there are no agreements, conditions, or representations between the parties except as expressed herein. This agreement may be amended only by written instrument signed by both Client and Architect.
18. **AGREEMENT DISPUTE:** The validity, interpretation and construction of this Agreement and each part hereof shall be governed by the laws of the State of California. Venue for any lawsuit concerning this agreement is Chico, Butte County, California. If either party brings an action to enforce this agreement, the prevailing party is entitled to reasonable attorney's fees and costs in addition to any damages awarded.

OWNER HERE

PAUL LIEBERUM, ARCHITECT

  
Mark Geivett, Superintendent

  
Paul Lieberum - C-25999

4/16/12  
Date

4-17-12  
Date