

ARCHITECTURAL SERVICES AGREEMENT
by and between
OAK PARK UNIFIED SCHOOL DISTRICT
and
MAINSTREET ARCHITECTS + PLANNERS, INC.

This AGREEMENT is made and entered into this 9th day of December in the year 2014 by and between the OAK PARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and MAINSTREET ARCHITECTS + PLANNERS, INC., 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 services on an AS NEEDED BASIS for various MEASURE "R" projects, hereinafter referred to as "PROJECT(S)," located at Oak Park, California in the DISTRICT; and

WHEREAS, the DISTRICT has retained the services of a Program Management/Construction Management firm, hereinafter referred to as the PM/CM, who shall assist the DISTRICT with management of the Measure "R" program,

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, as needed upon discretion and direction of the DISTRICT, 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 shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession 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 services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on timely basis as to not delay the Project(s) and/or jeopardize potential funding opportunities and processes.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those PROJECTS described in Attachment B of this Agreement.

2. The ARCHITECT shall provide services in connection with the work of a PM/CM or separate consultants retained by DISTRICT.

3. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT(S), 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(S) design and are in compliance with the requirements of Public Contract Code §3400.

4. 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.

5. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

6. The ARCHITECT shall have access to the work at all times.

7. 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 contract documents and all progress prints for the DISTRICT's, PM/CM's and consultant's use. 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, with the aid of the DISTRICT's Civil Engineer, 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(S).

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(S) inspector; 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; make final punch-list inspection of the PROJECT(S); assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of and provided by 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 prior to the expiration of the guarantee period of the PROJECT(S).

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 thereunder.

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 that 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 be the DISTRICT's representative during construction in cooperation with the PM/CM and shall advise and consult with the DISTRICT and PM/CM. 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 in cooperation with the PM/CM, 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 and inspections 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.

m. The ARCHITECT shall review and approve 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.

n. The ARCHITECT in cooperation with the PM/CM shall prepare change orders with supporting documentation and data for the DISTRICT's review 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.

o. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive from the Contractor 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.

p. 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, in a timely manner and ensure proper PROJECT close-out.

q. Prior to start of construction, the following two documents are required:

- (1) Contract Information Form DSA-102.
- (2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

r. 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.

8. Project Close-Out

a. The ARCHITECT in cooperation with the PM/CM shall assure delivery of the following documents described below to the Division of the State Architect for review prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT(S) 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(S).

c. Upon completion of construction of the PROJECT(S), 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 pages of all Deferred Approvals as approved by DSA.
- (8) Copies of the signature page of all Change Orders as approved by DSA.
- (9) Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.
- (10) DSA Form 168 – Final Contract Cost document

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall 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. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development 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.

f. 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 collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. 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 DISTRICT, 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 as well as any other criteria provided by the DISTRICT.

2. 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.

3. 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.

4. 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 prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. 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.

2. 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.

3. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

4. 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.

5. If the lowest bid received exceeds the Budget:

- 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 cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

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(S) Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the

purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

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 his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

1. The DISTRICT shall compensate the ARCHITECT for each PROJECT on a time-and-materials basis at the rates itemized on Attachment A of this Agreement. Except for any change in the scope of services mutually agreed upon in writing by the PARTIES, the Architect shall be compensated for each individual PROJECT in an amount not to exceed the fee specified in Attachment B of this Agreement.

2. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT(S) are deleted or otherwise not constructed, compensation for those portions of the PROJECT(S) shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2 based on the Bid Price.

3. 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. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

4. 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 and extra 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 of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

- b. Fees advanced for securing bid or subsequent Amendment to the Agreement. ng approval of authorities having jurisdiction over the PROJECT.
2. Reimbursable expenses require the prior written approval of the DISTRICT.
3. 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;
 - 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. Models or mock-ups;

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. 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
2. 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.
3. 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, PM/CM 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 and PM/CM.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT, DISTRICT representatives, DISTRICT consultants and the PM/CM harmless from all

liability arising out of work pertaining to this Agreement. Any indemnity or defense obligation shall be limited to Architect's actual and proportionate negligence or breach of duty and shall not include any work prepared by or administered under the former Architect, known as KPI Architects Inc.:

a. Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, PM/CM and their respective officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT which the ARCHITECT shall indemnify and hold the DISTRICT and PM/CM entirely harmless from including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT, PM/CM and/or their respective officers, employees, agents or assigns.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, PM/CM and their respective officers, agents or employees, on account of or founded upon any cause, damage or injury identified herein Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, PM/CM and their respective officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. District Indemnity of Architect. It is understood and agreed by the parties to this agreement that, to the extent ~~because~~ the ARCHITECT utilizes Contract Documents prepared by others for the Projects as identified in ARTICLE/PARAGRAPH 28, it is impossible for the ARCHITECT to assure the accuracy, completeness and sufficiency of the Contract Documents, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, the DISTRICT agrees, to the fullest extent permitted by law, to indemnify and hold the

ARCHITECT harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors or omissions contained in the plans, specifications, or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of the ARCHITECT. The DISTRICT further agrees to indemnify and hold the ARCHITECT harmless from any claim, liability, or cost (including reasonable attorneys' fees and cost of defense) for copyright or patent infringement arising from the use or reuse of the Contract Documents. The DISTRICT warrants that any documents provided to the ARCHITECT by the DISTRICT or by KPI Architects may be relied upon as to their accuracy and completeness without independent investigation by the ARCHITECT, and that the DISTRICT has the right to provide such documents to the ARCHITECT free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

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 and its Consultants 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. 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).

b. 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.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, 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. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in b. above shall name DISTRICT, PM/CM and their respective officers, agents and employees as additional insureds; shall state that,

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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 prior to 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. Prior to 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.

e. 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.

f. Failure to maintain professional liability insurance 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. Except as set forth in Article XIII, 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.

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

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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.

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

ARCHITECT:

Mainstreet Architects + Planners, Inc.

Deborah T. Guthrie, R.A.
Senior Principal/COO

DISTRICT:

Oak Park Unified School District

Martin Klauss
Assistant Superintendent
Business & Administrative Services

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

Mainstreet Architects & Planners, Inc. rates are as follows, and are used to determine compensation for work performed on an hourly "time and materials" basis:

SENIOR PRINCIPAL

Hourly rate: \$225.00

PRINCIPAL

Hourly rate: \$200.00

SENIOR PROJECT ARCHITECT

Hourly rate: \$150.00

PROJECT ARCHITECT

Hourly rate: \$140.00

SENIOR PROJECT MANAGER

Hourly rate: \$130.00

PROJECT MANAGER

Hourly rate: \$125.00

SENIOR JOB CAPTAIN

Hourly rate: \$110.00

JOB CAPTAIN

Hourly rate: \$100.00

SENIOR DRAFTER

Hourly rate: \$95.00

DRAFTER

Hourly rate: \$85.00

JUNIOR DRAFTER

Hourly rate: \$75.00

ADMINISTRATIVE

Hourly rate: \$70.00

CONSULTANT DESIGN AND ENGINEERING

At above rates if by staff; if by consultants, 1.15 times invoiced amount.

INTERIOR/COLOR DESIGN

Mainstreet will provide interior design and develop project color palettes (exterior and interior) at above rates.

REIMBURSABLE EXPENSES

Reimbursable expenses, defined as money expended by Mainstreet Architects & Planners, Inc. in the interest of the project, shall be reimbursed at 1.15 times the amount expended. These expenses normally include, but are not limited to, costs for reproduction of drawings, photography, photo copying, permit fees (if directed by client) and other reasonable costs.

ATTACHMENT "B"

PROJECT SCOPE OF SERVICES

1. Red Oak ES Ball Wall

Fee: Time and Materials, not to exceed \$ 2,900.00

DSA Application # 03-115812. KPI Plans Approved by DSA 6/26/2014.

Project Description: Construction of 1-Ball Wall and ADA curb ramp at van accessible stall.

- A. DSA submittals/Plan Check
 - 1. Obtain DSA Box information from District
 - 2. Revised and resubmit DSA 1 (Application for Approval of Plans and Specifications)
 - 3. Submit DSA 108 (Change in Delegation of Responsibility)
 - 4. Submit DSA 102-IC (Construction Start Notice/Inspection Card Request)
 - 5. Need DSA 5PI from IOR signed by the District, submit to DSA
 - 6. Coordinate potential CCD's with Districts Consultants and submit to DSA
 - 7. Coordinate potential CO's with Districts Consultants
 - 8. Coordination with Districts Consultants
- B. Construction Administration
 - 1. Meetings as needed
 - 2. Site visits as needed
- C. DSA Close-Out Submittals/Outstanding documents, obtain and submit:
 - 1. DSA 6 forms
 - 2. Applicable testing reports
 - 3. Statement of Final Project Cost
 - 4. Notice of Completion

2. Oak Park Independent School

Fee: Time and Materials, not to exceed \$18,750.00

DSA Application # 03-115876. KPI Plans Approved by DSA 7/23/2014.

Project Description: Construction of 1-Toilet building (Relocatable PC#04-112415) and relocation of 5-Classroom Buildings (Relocatable PC #03-103663).

- A. DSA submittals/Plan Check
 - 1. Obtain DSA Box information from District
 - 2. Revise and resubmit DSA 1 (Application for Approval of Plans and Specifications)
 - 3. Submit DSA 108 (Change in Delegation of Responsibility)
 - 4. Submit DSA 102-IC (Construction Start Notice/Inspection Card Request) Provide list of Contractors, Testing Lab and DSA Inspectors
 - 5a. Need DSA 5SI from inspector for Silver Creek In-Plant inspection, signed by the District and AOR. Submit to DSA and obtain approval by DSA Field Inspector; or,
 - 5b. Submit CCD eliminating the Modular Toilet Building from this project
 - 6. Need DSA 5SI from Inspector for TMP Services Platforms and Ramps In-Plant Inspection. Needs DSA approval
 - 7. Assist the Districts Consultants in the revision of KPI's drawings if the Modular Toilet Building is removed from this project
 - 8. Coordinate with Districts Consultants three CCD type A's (DSA 140) for the following changes:
 - a. New platform and ramp layout from TMP Services

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- b. Eliminate the new modular toilet building and revised path of travel to the OVHS toilet building will require Electrical Engineer to revise their plans and a Plumbing Engineer to review plans if changes from approved plumbing plans are required
 - c. New drinking fountain and path of travel will require Plumbing Engineer to review plans if changes from approved plumbing plans are required
 - 10. Coordination with Districts Consultants
- B. Construction Administration
 - 6. Meetings
 - 7. Site visits
- C. DSA Close-Out Submittals/Outstanding documents, obtain and submit:
 - 6. DSA 6 forms
 - 7. Testing reports: Geotechnical, Field Welding, Shop Welding & Lab Verified Report
 - 8. Statement of Final Project Cost
 - 9. Notice of Completion
 - 10. Electrical Grounding Test Report

3. Oak Park HS Athletic Relocatable

Fee: Time and Materials, not to exceed \$ 5,400.00

This project has not been submitted to DSA. KPI prepared plans.

Project Description: Installation of a previously used Relocatable for use as a Field House adjacent to the HS Athletic Field. And the design of a new ramp for ADA access to the main entry of the Relocatable.

- A. DSA submittals/Plan Check
 - 1. Prepare and submit DSA 1 (Application for Approval of Plans and Specifications)
 - 2. Prepare and submit DSA 102-IC (Construction Start Notice/Inspection Card Request)
 - 3. Obtain DSA 5PI from IOR signed by the District (District to select IOR), submit to DSA
 - 4. Obtain KPI and Prime Design Plans
 - 5. Transfer digital information from KPI plans (dwgs) to Mainstreet sheets
 - 6. Obtain new ramp plans from supplier to include in DSA OTC-PC appointment
 - 7. Schedule DSA OTC-PC Appointment
 - 8. Obtain Scotsman plans for Modular Building from DSA Application #03-103663, Medea Creek MS new 2 story project (provide Scotsman Modular Plans)
 - 9. Coordination of potential Addenda, CCD, and CO's with Districts Consultants and submittals to DSA
 - 10. Coordination with Districts Consultants
- B. Construction Administration
 - 1. Meetings as needed
 - 2. Site visits as needed
- C. DSA Close-Out Submittals/Outstanding documents, obtain and submit:
 - 1. DSA 6 forms
 - 2. Applicable testing reports
 - 3. Statement of Final Project Cost
 - 4. Notice of Completion

4. Oak Park HS 7 Modular Classrooms

Fee: Time and Materials, not to exceed \$ 17,900.00

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DSA Application # 03-115698. KPI Plans Approved by DSA 4/29/2014, with wood foundation (Growth Point PC Plans) and different site work (continuous steps) for access to building and different finished floor elevations.

Project Description: Construction of 1-CR Bldg (Consists of 7-Relocatable Modular Containers)(PC#-4-112390).

A. DSA submittals/Plan Check

1. Obtain DSA Box information from District
2. Revise and resubmit DSA 1 (Application for Approval of Plans and Specifications)
3. Prepare and submit DSA 108 (Change in Delegation of Responsibility)
4. Revise and resubmit DSA 102-IC (Construction Start Notice/Inspection Card Request) correct for testing lab with the correct LEA# and resubmit to DSA
5. Make revisions to KPI drawings per DSA corrections and resubmit
6. CCD1 type A (DSA 140), Coordinate DSA comments with Growth Point and SK Solar, resubmit to DSA
 - a. Concrete foundation- Growth Point to prepare correction responses
 - b. Roof Structural framing- Growth Point & SK Solar to coordinate correction responses
 - c. Masonry retaining wall & steel guardrail, change to concrete, Refer to CCD Type A No 3
 - d. Building access (changed finished floor heights)
7. CCD2 Type A, not received at DSA, Omit this CCD and address all issue on CCD 1 & 3
8. CCD3 Type A (DSA 140), Coordinate DSA comments with SEOR and resubmit to DSA
 - a. Address DSA comments
 - b. Use drawings on CCD2 to address DSA comments on CCD3
 - c. Revise CCD2 drawing numbers 3,4 and 5, and include in CCD3
 - d. Revised site work (Concrete retaining wall and steel guardrail)
 - e. Access to the buildings (revised finished floor elevations)
11. CCD1 Type B (DSA 141), Coordinate with SEOR

Guardrail detail

12. Coordination with Districts Consultants

B. Construction Administration

1. Meetings as needed
2. Site visits during construction as needed

C. DSA Close-Out Submittals/Outstanding documents, obtain and submit:

1. DSA 6 forms
2. Testing reports; Field Welding, Shop Welding, Lab Verified Report
3. Statement of Final Project Cost
4. Electrical Grounding Test Report
5. Notice of Completion

5. Oak Park HS Modernization

Fee: Time and Materials, not to exceed \$ 57,950.00

DSA Application # 03-113469. KPI Plans Approved by DSA 12/17/2010. NO DSA BOX.

Project Description: Alterations to 1-Gym/Locker Bldg. (A), CR Bldg. (C), Admin/CR Bldg. (E), 2-Locker Bldgs. (J&L), 2-Toilet Buildings (M&N)(A41878), 1-Entire Campus (Fire Alarm Installation).

A. DSA submittals/Plan Check

1. Revised and resubmit DSA 1 (Application for Approval of Plans and Specifications)

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2. Prepare and submit DSA 108 (Change in Delegation of Responsibility)
3. Make revisions to KPI drawings per DSA corrections
4. Coordinate DSA corrections to Addenda (#1-3 & 5-12) with Districts Consultants and resubmit to DSA. Incomplete items below to be addressed on Revision 1 set of drawing per direction of KPI representative. Handrail detail on west side of Building A, and SSS comments/corrections need to be addressed on Revision 1 set of drawings.
 - a. #1-FLS & SSS corrections
 - b. #2-ACS & SSS corrections
 - c. #3-ACS & SSS corrections
 - d. #5-FLS & SSS corrections
 - e. #6-FLS & SSS corrections
 - f. #7-ACS & SSS corrections
 - g. #8-SSS corrections
 - h. #9-ACS, FLS & SSS corrections
 - i. #10-ACS, FLS & SSS corrections
 - j. #11-ACS, FLS & SSS corrections
 - k. #12-ACS, FLS & SSS corrections
5. Coordinate DSA corrections to CCD (#2-7) with Districts consultants and resubmit to DSA
 - a. CCD#2-SSS corrections
 - b. CCD#3-FLS corrections
 - c. CCD#4-FLS & SSS corrections
 - d. CCD#5-FLS corrections
 - e. CCD#6-FLS corrections
 - f. CCD#7-ACS, FLS, & SSS corrections
6. Coordinate DSA corrections to CO's with Districts Consultants and resubmit to DSA
 - a. CO#2-SSS corrections (Malibu Pacific)
 - b. CO#2-SSS corrections (Viola)
 - c. CO#4-SSS corrections (Viola)
7. Coordinate DSA correction to revision #1-ACS, FLS, and SSS corrections
8. Coordination with Districts Consultants
- B. Construction Administration
 1. Meetings as needed
 2. Site visits as needed
- C. DSA Close-Out Submittals/Outstanding documents, obtain and submit:
 1. DSA 6 forms
 2. Testing reports; Concrete Anchors & Shot Pins, Lab Verified Report
 3. Statement of Final Project Cost
 4. Notice of Completion

6. Oak Park HS Bldg. A (GYM) Visitor Bleacher Replacement

Fee: Time and Materials, not to exceed \$5,400.00

DSA Application # 03-115759. KPI submitted drawings to DSA and received a DSA intake letter on July 2, 2014. Requires DSA approval.

Project Description: Alterations to 1-Existing Gym Building (A)- Visitor Bleacher Replacement.

- A. DSA submittals/Plan Check
 1. Make corrections and resubmit DSA 1 (Application for Approval of Plans and Specifications)
 2. Obtain and submit to DSA Kleinman Group's DSA 1-DEL (Delegation of Responsibility)

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3. Submit DSA 108 (Change in Delegation of Responsibility)
- 4.
5. Submit DSA 102-IC (Construction Start Notice/Inspection Card Request) to Open DSA Box
6. Need DSA 5PI from IOR signed by the District, submit to DSA
7. Need DSA 5SI from Inspector signed by the District, submit to DSA
8. Obtain comments from DSA and make necessary corrections to KPI documents.
9. Schedule Back Check with DSA to obtain Approvals
10. Coordinate potential Addenda, CCD, and CO's with Districts Consultants and submit to DSA
11. Coordination with Districts Consultants
- B. Construction Administration
 1. Meetings as needed
 2. Site visits as needed
- C. DSA Close-Out Submittals/Outstanding documents, obtain and submit:
 1. DSA 6 forms
 2. DSA 130 (Certificate of Compliance-Approved Bleacher/Grandstand Fabricator) from Larson Engineering
 3. Testing report

End of scope