From Rob Price <rob.price@bvsd.org>
Subject **BCSIS Roof Issue**
To Doug Stevens <dstevens@celaw.com>
Cc Melinda Glenn <MGlenn@celaw.com>, Kathleen Sullivan <kathleen.sullivan@bvsd.org>
Date August 26, 2025 1:54:40 PM MDT

Doug,

As requested, attached is the architect's signed agreement. I've also included the folder where we are keeping all related files for this matter.

Thank you,
Rob

Rob Price
Assistant Superintendent of Operational Services
6500 East Arapahoe Road
Boulder, Colorado 80303
720.561.6425 (office)
970.214.0110 (mobile)
www.bvsd.org

Attachments:

- LKA Architect Agreement BCSIS-High Peaks.pdf

ARCHITECT AGREEMENT
[CMGC] PROJECT DELIVERY

THIS ARCHITECT AGREEMENT ("Agreement") is made and entered into as of the 5th day of August, 2016, and is by and between Boulder Valley School District No. RE-2, a Colorado ("Owner"), and The LKA Partners, Inc., an association of person(s) duly licensed under the laws of the State of Colorado to practice the profession of architecture, doing business as a professional corporation ("Architect").

RECITALS

The Owner contemplates the renovation of BCSIS High Peaks Elementary (the "Project"). Owner intends to use a CM/GC delivery method for the Project. The term "Contractor" as used herein shall refer to Owner's contractor or CM/GC, whichever is applicable.

The Owner's approved construction budget for this Project is four million five-hundred thousand dollars ($4,500,000). This budget shall be reviewed with the Owner at the conclusion of the Schematic Design phase, Design Development phase, and Construction Documents phase.

The phrase, "approved budget," as used herein shall be deemed to mean the final budget figure established and approved by the Owner either before or after the conclusion of the Schematic Design phase, Design Development phase, and Construction Documents phase based upon a detailed quality-quantity takeoff. Said "approved budget" shall not include equipment or furniture purchased by the Owner or other costs to the Owner such as Architect's fees, engineers' fees, and the cost of surveys, soil investigations and other tests made at the Owner's expense.

Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the General Contract Conditions ("General Conditions"). The General Conditions may be further amended or supplemented from time to time.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated by this reference, and their mutual covenants as set forth herein, the Owner and Architect agree as follows:

SECTION ONE
ARCHITECT'S RESPONSIBILITIES

1.1 RESPONSIBILITY OF ARCHITECT TO OWNER

1.1.1 The Architect covenants with the Owner to furnish its best skill and judgment, pursuant to the specific standards of the profession of architecture for the design and construction of school buildings, and to cooperate with the Owner in furthering the Owner's best interests.

1.1.2 The Architect agrees to furnish efficient business administration and supervision of the Project and to perform all duties in the soundest, most expeditious, exemplary, and economical manner consistent with the interests of the Owner and consistent with the standards established in Subparagraph 1.1.1 above.

1.1.3 The Architect's responsibility and obligation hereunder is in addition to and not in lieu of other obligations to and remedies available to the Owner.

1.2 BASIC SERVICES

The Architect agrees to perform all the professional services incident to design, preparation of the necessary plans and specifications for the construction of the Project, securing and/or evaluating (as applicable) bids, general accounting services customarily performed for and administration of the construction contract, processing of change orders, and general and technical supervision and inspection of the work (as defined in Section A.5.7) (collectively the "Services"). Without limiting the generality of the foregoing, the Services shall include but not be limited to the services described in Exhibit A attached hereto and made a part hereof.

1.3 SUBCONSULTANTS

The Architect shall furnish all structural, mechanical, electrical, acoustical, interior, civil, including drainage study, landscaping, technology infrastructure, fire protection, irrigation, food service/kitchen consulting, LEED consulting, and other architectural and engineering design, and inspection services required in connection with the Project and shall be responsible to the Owner for the employment of properly trained, qualified and competent engineers and consultants in such regard, who shall be acceptable to and approved by the Owner. Before designating the engineers to perform such services, the Architect shall discuss the same with the Owner and thereafter shall give the Owner, in writing, the names of the engineers recommended. The Owner reserves the right to disapprove of any engineer proposed by notifying the Architect of such fact within ten (10) days after submission of the information required herein. In the case of each engineer, prior to approval by the Owner, the Architect shall notify the Owner in writing that a satisfactory fee arrangement has been reached between them. All such engineers or consultants, for which registration is required by Colorado law, shall furnish the Owner proof that they are currently registered as Professional Engineers by the State of Colorado, shall give the Owner full data as to similar work on which they have been engaged and shall demonstrate to the Owner's satisfaction that they have no connection with the sale of any equipment or

material such as might be used in connection with the Project and that they are not currently engaged or interested in any business which may cause a preference for specific products or services connected with the Project. No engineer shall begin work until approved by the Owner, and in each instance the Owner's approval shall be evidenced to the Architect in writing. Any of such engineers may be employees or, if registered, partners, or shareholders of the Architect.

1.4 MEETINGS

The Architect, principal partner, shareholder, or a responsible senior member of the Architect's staff, shall attend such conferences with designated representatives of the Owner, and/or the Contractor, as may be requisite to a complete understanding of the Project and the requirements of the Owner in such regard. This shall include but is not limited to Design Progress Meetings and Construction Progress Meetings.

1.5 TIME SCHEDULE AND BUDGET

1.5.1 Prior to commencing services hereunder, the Architect shall have secured from the Owner the established time schedule and budget for the Project.

1.5.2 If Owner is using a CM/GC delivery method, then in conjunction with the Schematic Design, Design Development, and Construction Documents phases, the Contractor shall prepare and submit to the Owner the Project cost estimates. These estimates shall be used by the Owner, the Architect, and the Contractor in the evaluation of the Project as it relates to the intended scope of the Project and the approved construction budget of the Owner and will form the basis for any changes therein.

1.6 RECORD DRAWINGS

Upon completion of the Project, Architect shall furnish to the Owner electronic copies of record drawings for the Project.

SECTION TWO
OWNER'S RESPONSIBILITY

2.1 SERVICES FURNISHED BY OWNER

2.1.1 So far as the Project contemplated by this Agreement may require, the Architect and its engineers and subconsultants shall be entitled to information giving a complete and accurate survey of the building site and the existing grades and lines of streets, pavements, and adjoining properties; information as to the rights, restrictions, easements, surface water courses, boundaries, and contours of the building site; and full information as to existing sanitary sewer, storm sewer, water, gas, and electrical services. The Owner, at its expense, shall furnish all such data to the Architect upon request or, at the Owner's option, may require the Architect to procure such information, in which event the cost incident thereto shall be paid directly by the Owner. The Owner likewise shall pay for all borings or test pits and for any mechanical, chemical, or other tests as well as professional verifications and

inspections incident to proper appraisal of the site for the contemplated structure. The Architect and its structural engineer shall provide the Owner with a written program outlining the information required for proper design and, working with the soils engineer, locate the minimum number of test holes required on the site. Upon receipt of the report from the soils test engineer, they will inspect this document with regard to the program requirement submitted and advise the Owner whether or not these requirements have been fulfilled. A copy of all reports of such tests and borings shall be filed with the Owner. Specialized engineering services, other than the normal services as provided in Section One of this Agreement, when specifically requested by the Owner, will be paid for by the Owner.

2.1.2 In addition to the above, the Owner shall furnish to the Architect the following services for each Project/site:

a) Travel expenses to other cities for the purpose of visiting other projects when requested and approved by the Owner.
b) General program of functional areas.
c) Specific technical program of functional requirements.
d) Review of design phases.
e) Review of site planning.
f) Handle all claims arising under insurance policies issued to the Owner and all claims arising or in connection with performance, completion, and payment bonds.
g) Prompt decisions on selection of materials, equipment, and colors.
h) Such general conditions developed by the Owner as the Owner may wish the Architect to use.
i) General review of final plans and specifications.
j) Geologic Hazard Review.
k) Receive and forward bids for evaluation.
l) Award contracts.
m) Monitor compliance with insurance requirements.
n) General review of job progress.
o) Review monthly pay estimates.
p) Provide standard forms for monthly pay certificates, insurance certificates, and change orders.
q) Warranty Work Request Meetings with Architect during two-year warranty period.
r) Environmental hazard review and remediation as determined by Owner
s) Owner representation services.
t) Contractor services.

2.1.3 The Architect represents that it is not relying on any representations or promises by the Owner except as set forth in this Agreement.

SECTION THREE
PAYMENTS TO THE ARCHITECT

3.1 THE ARCHITECT'S BASIC FEE

3.1.1 The amount of the Architect's basic services, fixed fee in this Agreement shall be a negotiated, lump sum maximum amount.

3.1.2 The basic services, fixed fee for this Project is three hundred ten thousand five hundred dollars ($310,500.00) as set forth in Exhibit B, attached hereto and made a part hereof ("Basic Fee"), payable as set forth in Exhibit B, Fee Schedule.

3.1.3 Items Covered by the Architect's Basic Fee. Unless otherwise stipulated, the Architect shall accept the compensation stated in this Agreement as full payment for furnishing all the materials, transportation, apparatus, equipment, services, labor, tools, and all other things necessary for the complete and proper execution of the work contemplated by or reasonably implied from this Agreement, Exhibit A, Professional Services, within the time limits indicated in the Delivery Schedule set forth in Exhibit C, attached hereto and made a part hereof. Such amount shall include any loss or damage arising from the nature of the work, from the action of the elements or from any unforeseen difficulties which may be encountered; all risks of every description connected with the prosecution of the work; all expenses incurred in consequences of any suspension or discontinuance of the work; and all other amounts necessary for completing the work pursuant to the Architect Agreement, within the time limits indicated therein.

3.2 ADDITIONAL COMPENSATION AND SPECIAL CASES

3.2.1 If the Architect, after the Schematic Design, Design Development, and Contract Documents have been approved, is caused extra design effort or other expense due to the changes ordered by the Owner and through no fault of the Architect, or due to the delinquency or incompetency of the Contractor, or as a result of damage or fire, the Architect shall be equitably paid for such extra expenses and the service involved provided that the extra work is clearly not contemplated by this Agreement or results in substantial savings in the cost of the Project to the Owner. Such compensation shall be computed at the rates set forth in Exhibit D, plus actual amount of reimbursable expenses such as transportation and living expense when travel is authorized by the Owner in connection with the Project, long distance calls, and fees paid for securing approval of authorities having jurisdiction over the Project.

3.2.2 The Architect shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the Owner, upon request, all records, canceled checks, and other disbursement media to substantiate any and all requests for payments hereunder.

3.2.3 The Architect shall file with the Owner and, prior to incurring such expenses, secure the Owner's approval of rates per hour, per day or other basis of cost for architectural, structural, mechanical, and electrical engineering or other services not otherwise contemplated by the Architect's Basic Fee.

3.2.4 The sum payable to the Architect for additional compensation shall not exceed the sum of One Thousand and 00/100 Dollars ($1,000.00) unless the Architect first shall have filed with the Owner an estimate of the maximum cost of such additional service and been authorized by the Owner to proceed. If such an estimate is filed with the Owner, then payment shall not exceed the maximum cost estimated by the Architect and approved by the Owner.

3.2.5 If the Owner, at any time during the performance of this Agreement, shall require the omission of a substantial amount of such work or if at any time the Owner shall deem it expedient or it shall become necessary for the Owner to abandon or defer the Project under the construction contracts or any part thereof before completion of the services to be rendered hereunder, the Architect shall be entitled to receive just and equitable compensation for all work satisfactorily performed prior to the date on which the Architect shall have received notice to discontinue the Project.

3.2.6 The Architect's Basic Fee shall compensate the Architect for services rendered in respect to the Project as above-defined.

3.2.7 The Basic Fee applies to all of the work contemplated to complete the Project, to be awarded under one general contract.

3.2.8 No additional fee shall be paid by reason of or in connection with the purchase of any furniture, equipment, or materials, whether or not built into the structure.

3.2.9 If the Architect, due to written direction and approval from the Owner as set forth in Paragraph 3.2 of this Agreement, performs services in respect to any items specifically excluded from the scope of the Project as set forth in the Recitals section of this Agreement, he shall be compensated for his services as set forth in Paragraph 3.2 of this Agreement.

SECTION FOUR
INDEMNIFICATION

4.1 INDEMNIFICATION

Architect shall indemnify, hold harmless and defend Owner, Owner's employees, officers, and board members, from and against all claims, actions, demands, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury or property damage or destruction (other than to the Work itself), that may arise from the performance of the Services rendered under this Agreement, but only to the extent of the negligent or intentional acts, errors or omissions of Architect, Architect's subconsultants or anyone employed directly or indirectly by any of them or anyone for whose acts or omissions any of them may be liable. Architect shall not be required to defend, indemnify or hold harmless Owner for negligent or intentional acts, omissions or errors of Owner, Owner's contractors, or their employees. The indemnification obligation shall not be limited by any amount or type of damages, compensation or benefits payable by or for Architect under workers' compensation acts, disability benefit acts or other employee benefit acts. This provision shall survive the termination of this Agreement.

SECTION FIVE
INSURANCE COVERAGE

5.1 INSURANCE

5.1.1 The Architect, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Project and including the two- (2-) year warranty period all insurance requirements and limits as set forth below. The Architect shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement. Completed certificates of insurance shall be filed with the Owner within thirty (30) days after the Effective Date of the Agreement. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence". In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

5.1.1.1 **Professional Liability Insurance.** Architect shall purchase and maintain during Professional liability insurance with a retroactive date equivalent to the Effective Date. Such coverage shall provide a limit of $2,000,000 each claim/aggregate on a "claims-made" basis and shall remain in effect for a period of three (3) years following final acceptance of the Project. Architect shall be responsible for any and all deductibles. The required professional liability insurance policy shall be purchased and premiums for the terms specified herein paid not later than the Effective Date. A policy which provides such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory.

5.1.1.2 **Workers' Compensation Insurance.** The Architect shall purchase and maintain workers' compensation insurance at its own expense during the term of the Agreement, including occupational disease and death coverage for all employees per statutory requirements of Colorado, and employer's liability insurance with a limit of liability of at least $100,000 each accident; $500,000 policy limit by disease; and $100,000 each employee by disease. To the extent Architect's consultant's or subconsultants do not furnish workers' compensation insurance in accordance with these terms, Architect accepts full liability and responsibility for Architect's consultants or subconsultant's employees.

5.1.1.3 **Commercial General Liability Insurance.** Architect shall purchase and maintain commercial general liability insurance with limits of not less than $1,000,000 coverage for personal or bodily injury to any one person, not less than $1,000,000 coverage for property damage, and not less than $1,000,000 combined single limit liability coverage. Such insurance shall name the Owner, its officers, and employees as additional insureds. Such policy shall contain a waiver of subrogation in favor of the Owner and shall be endorsed to be primary and non-contributory with any insurance maintained by additional insureds.

5.1.1.4 **Comprehensive Automobile Liability Insurance.** Architect shall purchase and maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles with a combined single limit of $1,000,000/person, $1,000,000/accident, and $1,000,000/property damage.

5.1.2 Certificates of insurance and/or insurance policies required under this Agreement shall be subject to the following stipulations and additional requirements:

5.1.2.1 Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Architect;

5.1.2.3 If any of the said policies shall fail at any time to meet the requirements of this Agreement as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of this Agreement, the Architect shall promptly obtain a new policy, submit the same to the Owner for approval if requested, and submit a certificate of insurance as hereinbefore provided. Failure of the Architect to furnish, deliver and maintain such insurance as provided herein shall constitute a material breach of this Agreement for which, in the sole discretion of the Owner, the Owner may immediately declare this Agreement suspended, discontinued, or terminated or the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Owner shall be repaid by the Architect to the Owner upon demand, or the Owner may offset the cost of the premiums against any money due to the Architect from the Owner. Failure of the Architect in obtaining and/or maintaining any required insurance shall not relieve the Architect from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Architect concerning indemnification;

5.1.2.4 Unless otherwise specified, such insurance shall be written by sureties legally authorized to write such insurance in the State of Colorado, provided such surety companies have a current Best Credit Rating of A- or higher and a current Financial Size Category of Class X or greater;

5.1.2.5 Receipt, review or acceptance by the Owner of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Architect from its obligation to meet the insurance requirements contained herein;

5.1.2.6 If the expiration date of the insurance certificate is prior to Final Completion and any warranty periods provided herein, the Architect shall provide a new certificate of insurance at least thirty (30) days prior to the expiration of the current policy;

5.1.2.7 The Architect waives any and all rights to recover against the Owner or against its board members, officers, agents, or employees, for any loss or damage to the Architect arising from any cause that is covered or required to be covered by the insurance that the Architect is required to carry pursuant to this Section 5, or which is covered by any other insurance actually carried by the Architect to the extent of the limits of such policy;

5.1.2.8 From time to time, the Architect shall cause its insurer to waive such insurer's subrogation rights under policies against the beneficiaries of this waiver. Architect shall require that all of its agents and subconsultants also comply with the requirements of this Section 5.1; and

5.1.2.9 The policies required by subparagraphs 5.1.1.1 and 5.1.1.3 above shall be endorsed to include the Owner, the Owner's officers, board members and employees as additional insureds. The policies required by subparagraphs 5.1.1.1, 5.1.1.3 and 5.1.1.4 shall be primary insurance, and any insurance carried by the Owner, its board members, officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Architect. The Architect shall be solely responsible for any deductible losses under any policy required above.

SECTION SIX
GENERAL PROVISIONS

6.1 SEPARATE CONTRACTS

Should the Owner choose to award other separate contracts, where the Architect's services are required, the fee in respect of each such contract shall be similarly negotiated and computed separately in the manner provided in Subparagraph 3.1.1 of this Agreement.

6.2 OWNERSHIP OF DESIGN DOCUMENTS

6.2.1 Prior to the full payment of amounts due to Architect under this Agreement, all notes, memoranda, photographs, spreadsheets, data, electronic data, Drawings, Specifications, designs, plans and other documents prepared or furnished by Architect to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Architect shall retain the ownership and property interests therein, including the copyrights thereto. Upon receipt of full payment of amounts due to Architect at the time of Final Completion of the Work or upon earlier termination of this Agreement, the Work Product shall become the property of Owner; provided, however, that any use of the Work Product by Owner through its employees, agents or third parties, other than as required for completion of the Work or in connection with the Project, is at Owner's sole risk and without liability or legal exposure to Architect or anyone working by or through Architect, including Architect's consultants of any tier. The Work Product shall promptly be delivered to Owner upon Final Completion of the Work or immediately upon termination of this Agreement and payment of all valid amounts due to Architect.

6.2.2 During the term of this Agreement, to the extent of their rights in the Work Product, each party hereby grants to the other a limited license to use and reproduce applicable portions of the Work Product in connection with the completion of Work under the Contract Documents. The license granted by this Section shall terminate upon the completion of the Work and the termination of this Agreement.

6.2.3 Architect shall cause its contracts with Architect's consultants to conform to the provisions of this Section 6.2.

6.2.4 Architect shall defend any action or proceeding brought against Owner based on any claim that the Work Product, or any part thereof, or the operation or use of the Work Product or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Architect of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Architect shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Architect in any such action or proceeding. Architect agrees to keep Owner informed of all developments in the defense of such actions.

6.2.5 If Owner is enjoined from the operation or use of the Work Product, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Architect shall at its sole expense take reasonable steps to procure the right to operate or use the Work Product. If Architect cannot so procure such right within a reasonable time, Architect shall promptly, at Architect's option and at Architect's expense, (i) modify the Work Product so as to avoid infringement of any such patent or copyright or (ii) replace said Work Product with Work Product that does not infringe or violate any such patent or copyright.

6.2.6 Sections 6.2.4 and 6.2.5 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Architect to Owner or (ii) arising from modifications to the Work Product by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Architect to the same extent Architect is obligated to defend, indemnify and hold harmless Owner in Section 6.2.4 above. The foregoing indemnification agreement shall be limited by and subject to the rights, defenses and limitations upon liability available to the Owner pursuant to Article 11, Section 1 of the Colorado constitution or pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq, and nothing herein shall be construed to waive or limit such rights or defenses.

6.2.7 The obligations set forth in Sections 6.2.4 through 6.2.6 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

6.3 FAILURE OF OWNER TO CONSTRUCT THE PROJECT

6.3.1 If, at any time, the Owner abandons the Project contemplated by this Agreement, the Architect shall be entitled to and shall receive as full payment hereunder, reimbursement of its costs necessarily incurred incident to the Project to the date of such abandonment, together with a fair and reasonable compensation for its services rendered to that date. The Architect will not be reimbursed for any anticipated profit.

6.4 TERMINATION

6.4.1 Upon written notice, the Owner may terminate this Agreement in whole or in part if it determines, in its sole discretion, that termination is in the Owner's best interest. After notice of termination has been given, the Architect shall promptly stop work on the cancellation date specified in the notice. The Owner will conduct an audit of the Architect's costs to determine reasonable costs expended to the date of cancellation, or the Owner may determine the Architect's cost based on the schedule of values specified in Exhibit B or exact cost of any work performed. The Architect will not be reimbursed for any anticipated profit.

6.4.2 This Agreement may be terminated by the Owner upon not less than five (5) days' written notice should the Architect fail to perform in accordance with the terms of this Agreement through no fault of the Owner.

6.4.3 In the event of termination, the Architect shall deliver to the Owner all Work Product as well as any materials relating to the Project prepared by or in the possession of the Architect.

6.5 ARCHITECT'S PARTNERSHIP PERMITTED

The Architect may, with the prior written consent of the Owner, join with him in the performance of this Agreement any other duly licensed architect or architects with whom he may, in good faith, enter into partnership or professional corporation relations. In the event of dissolution of a partnership employed as Architect, other than by death of a partner, if the members thereof cannot agree as to which of them shall continue with the work, the Owner, in its sole judgment, may designate which former partner shall continue with the work and may make all payments thereafter falling due in connection with the Project directly to the person or persons so designated and without being required to provide for the application of such payments as among the former partners.

6.6 INDEPENDENT CONTRACTOR

The Architect understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between the Architect and the Owner. The Architect shall perform all Services, using independent judgment and expertise, as an independent Architect and not as an employee of the Owner. Neither the Architect nor any agent, employee or sub-consultant of the Architect shall be an agent or employee of the Owner nor shall any of them have any authority, express or implied, to bind the Owner to any agreement or incur any liability or obligation attributable to the Owner. **The Architect acknowledges that it is not entitled to workers' compensation or other benefits from the Owner and that the Architect is obligated to pay federal and state income tax on any moneys earned from the Owner pursuant to this Agreement.**

6.7 DEATH OR DISABILITY OF ARCHITECT

In the event of the death of one member of a partnership employed as Architect by the Owner, the surviving member or members of the partnership shall succeed to the rights and obligations of the original partnership hereunder. In the event of the death of a sole Architect or in the event of the Architect's failure, refusal or inability to continue performance hereunder, then the Architect (or the

Architect's conservator, executor or administrator, such as the case may be) shall be paid such sums as may be due the Architect under the provisions of Paragraph 3.1 and Paragraph 6.4 of this Agreement, and there shall also be paid that proportion of the Basic Fee which the value of the services theretofore rendered bears to the full Basic Fee. In such event all Work Product shall be promptly delivered to the Owner with full authority to use, employ or modify the same in the construction of the contemplated building, either at the same site or at some other site.

6.8 DISPUTES

In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in a good faith effort to resolve such dispute. In the event such efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, the Owner may elect to submit the dispute to mediation before the Judicial Arbiter Group or other independent mediation service. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. The Owner may elect to pursue litigation for any dispute arising under this Agreement at any time.

6.9 IMMUNITY

The Owner retains all of its rights and immunities under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq*.

6.10 TAXES AND FEES

6.10.1 The Architect shall pay, at its own expense, all applicable taxes and fees in the execution of the terms of this Agreement, including but not limited to excise tax, federal and state income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the Owner harmless for all claims arising under such taxes and fees.

6.10.2 The Owner is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance of this Agreement. The Architect shall not include any of these taxes in any charges or invoices to the Owner.

6.11 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

The Architect will not disclose to any third person or entity any records or writings of the Owner, its employees or students, regardless of the form, that are protected by state or federal law no matter how those documents come into the Architect's possession.

6.12 FORCE MAJEURE

The Owner may delay delivery, performance or acceptance occasioned by causes beyond its control. The Architect shall hold goods or delay performance at the direction of the Owner and shall deliver goods or perform Services when the cause affecting the delay has been removed. The Owner

shall be responsible only for Architect's direct additional costs in holding the goods or delaying performance of this Agreement at Owner's request. Causes beyond Owner's control shall include but not be limited to government action or failure of the government to act where such action is required, strike or labor disputes, fire or unusually severe weather.

6.13 GOVERNING LAW/VENUE

The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement shall be exclusively in the federal court located in Colorado or the state court located in Boulder County, Colorado.

6.14 ASSIGNMENT OF AGREEMENT NOT PERMITTED

The Architect may not assign this Agreement or any sum becoming due to the Architect under the provisions of this Agreement, without the prior written consent of the Owner.

6.15 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, successors and assigns of the respective parties hereto.

6.16 INTENT AND MODIFICATION OF THIS AGREEMENT

The Owner and Architect agree that it is the specific intent of this Agreement to define grant and specify the responsibility and authority of the Architect. In any matters during the work under this Agreement that are not specifically covered and defined by this Agreement, the authority and direction for such matters must come from the Owner. The Architect shall in all such matters request and receive written direction and approval from the Owner prior to carrying out any such work.

6.17 LIMITATION OF ACTIONS

6.17.1 Unless a longer period is provided by law, any action against the Architect brought to recover damages for deficiency in the design, planning, supervision, inspection, construction or observation of construction or for injury to person or property shall be brought within two years after the claim for relief arises and is discovered by the Owner; provided, however, if written notice of a potential claim is given to the Architect within such two-year period, then an action may be brought within six (6) years after the claim for relief arises and is discovered by the Owner. "Discovered" as used herein means detection and knowledge by the Owner of the defect in the improvement that ultimately causes the injury, when such defect is of a substantial or significant nature.

6.17.2 Unless a longer period is provided by law, in no case shall such an action be brought more than ten (10) years after the final completion and acceptance of the Project; provided, however, in any case where the cause of action arises during the ninth or tenth year, such action shall be brought, as stated in Subparagraph 6.17.1 above, within two years after such cause of action arises and is discovered

by the Owner or within six (6) years after such cause of action arises and is discovered by the Owner when written notice is given within such two-year period.

6.18 WAIVER

No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner or the Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner, or the Architect to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the rights of either or the other thereafter to enforce any other default of such agreement, term, condition or covenant; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Owner or the Architect to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

6.19 SEVERABILITY

If any provisions of this Agreement are in violation of any statute of any jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may be violative thereof, but without invalidating the remaining provisions.

6.20 NOTICES

Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth below (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth below, or to such other address as either party may later designate in writing in accordance with these notice procedures. Any notice given by mail as herein provided shall be deemed given when deposited in the United States mail:

OWNER:
Boulder Valley School District No. RE-2
Attn: Katheryn Zeeb
6500 East Arapahoe Rd.
Boulder, Colorado 80303

ARCHITECT:
The LKA Partners Inc.
Attn: James M. Strange
430 N Tejon Street
Colorado Springs, Colorado 80903

6.21 ENTIRE AGREEMENT

This Agreement, together with the documents incorporated herein by reference, contains all of the terms, conditions, and provisions hereof and the entire understanding and all representations of understanding and discussions of the parties relating thereto, and all such prior representations, understandings, and discussions are merged herein and superseded and canceled by this Agreement. This Agreement may only be modified or amended by further agreement executed by the parties hereto.

6.22 COUNTERPARTS

This Agreement may be executed in several counterparts, and each such counterpart shall be deemed an original.

6.23 EXHIBIT

The Agreement includes Exhibits A, Exhibit B, Exhibit C, and Exhibit D, which are all attached hereto and made a part hereof by this reference.

6.24 ILLEGAL ALIENS

The Architect certifies that it shall comply with the provisions of C.R.S. 8-17.5-101 *et seq.* The Architect shall not knowingly (i) employ or contract with an illegal alien to perform work under this Agreement, (ii) enter into a contract with a sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this Agreement, or (iii) enter into a contract with a sub-consultant that fails to contain a certification to the Architect that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

6.25 COMPLIANCE WITH LAWS AND POLICIES

The Architect shall abide by all applicable laws to the performance of the Services and the subject matter of this Agreement and by all Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner's grounds. The Architect shall at all times strictly enforce this prohibition among its own employees, agents or sub-consultants and their employees, agents or sub-consultants.

6.26 NONDISCRIMINATION

During the performance of this Agreement, the Architect agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status. The Architect will take action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status. Such action shall include, but not be limited to employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Architect shall state, in all solicitations or

advertisements for employees placed by or on behalf of the Architect, that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, disability, age or other legally protected status.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

OWNER:

BOULDER VALLEY SCHOOL DISTRICT RE-2

By:_____
President

Attest:

_____
Secretary to the Board of Education

Approved as to form:

_____
School District Attorney

ARCHITECT

By:_____

Name (Print): JIM STRANGE

Title: CO PRESIDENT

Subscribed on August 12, 2016, in the County of EL PASO, State of COLORADO

Attest:

By:_____

Corporate Secretary or Equivalent

(Affix corporate seal here, if applicable)

EXHIBIT A
PROFESSIONAL SERVICES

A.1 SCHEMATIC DESIGN PHASE

A.1.1 The Architect shall prepare Schematic Design Studies of the Project leading to a recommended solution together with a general description of the Project for approval of the Owner. This material shall be submitted to the Owner in accordance with the Owner-approved design and construction schedule. Architect's scope of services during the Schematic Design Phase shall include but not be limited to:

a. If Owner is using a hard bid delivery method, preparation of a cost estimate at the conclusion of the Schematic Design Phase for review by Owner.
b. If Owner is using a CM/GC delivery method, Architect shall review and opine on the validity of Contractor's cost estimate.
c. Owner reserves the right, in its discretion, to obtain an independent cost estimate for comparison with Architect or Contractor's cost estimate.
d. Initiation of discussions with Owner regarding environmentally sensitive design and high design criteria.
e. Provision of options for site plan/floor play layout for review and comparison with Owner and Contractor (if applicable).
f. Discussion of alternatives for mechanical systems options.
g. Provision of a drainage study for the Project site, if required by applicable law or regulations.

A.2 DESIGN DEVELOPMENT PHASE

A.2.1 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate. The Design Development Documents shall be delivered to the Owner in accordance with the Owner-approved design and construction schedule. These documents must be approved by the Owner prior to the preparation of the Construction Documents or the release of any phase of the Project for bidding. In the event the Owner determines to go forward with the Project and award contracts even though they may exceed the approved budget, then such increased construction costs over the budget shall not be the responsibility of the Architect. In the event models, renderings, or photographs are required, the Owner will reimburse the Architect at a fee negotiated by the Owner separate from the extra work fee provided for in this Agreement. Architect's scope of services during the Design Development Phase shall include but not be limited to:

a. If Owner is using a CM/GC delivery method, assistance in the review and evaluation of CM/GC cost estimate and overall project budget/scope.

b. Provision of site plans, floor plans, mechanical, electrical, civil, kitchen planning, plus elevations and sections to fix the building and site features.
c. Modeling mechanical systems options to aid Owner in the selection of the system to include in the design.
d. Provision of LEED documentation/guidance to aid Owner in making decisions about Project design and scope.

A.3 CONSTRUCTION CONTRACT DOCUMENTS PHASE

A.3.1 Prior to the approval of the final plans and specifications by the Owner, the Architect shall submit his plans and specifications for the Project to the specific agencies in the appropriate town, city, or county where the Project is located as well as the State of Colorado, administering all applicable building codes, regulations, laws, and ordinances concerning the construction of schools and the functional areas contained therein, including the compliance of same with applicable health codes and the Americans with Disabilities Act of 1990. The Architect shall make written requests of these agencies for the requisite approvals, and any changes necessary to obtain such approvals shall be made by the Architect at his own expense. Specifically, but not by way of limitation, the plans and specifications are to be reviewed by the Planning Commission of the appropriate town, city, or County of Boulder (as applicable) and, if available, the State Department of Labor and Employment, Division of Fire Prevention and Control and any applicable fire departments (if approved by the Owner), for compliance with the building codes, laws, and ordinances which each administers. All required approvals must be in writing and must be filed with the Owner upon receipt of the building permit. Where code interpretations result in additional construction work or materials, the Architect, at his own expense, shall promptly perform such additional services as may be required to bring the plans and specifications into conformance with such agency requirements.

A.3.2 The Owner may review the proposed Construction Documents and recommend revisions or corrections, as it deems necessary. These recommendations shall be reviewed with the Architect who shall make the necessary revisions or corrections before final bidding documents are issued. Such revisions or corrections shall not be made by Addendum. Previous acceptance of the Design Development Documents will not limit the Owner's rights to request the revisions and/or corrections at this time, but shall entitle the Architect to submit a claim for additional compensation as set forth in Paragraph 3.2, to the extent extra services are required thereby, and shall extend the Architect's time schedule for such period as may be reasonably required to perform such additional work.

A.3.3 Upon approval by the Owner of the Schematic Design Studies and the Design Development Documents, the Architect shall submit an overall reevaluated timetable to the Owner for the complete development of the Construction Documents. The Construction Documents to be furnished shall consist of a complete set of architectural working drawings, including site plans, complete set of structural, mechanical, and electrical drawings assembled in an order mutually agreed upon by Owner and Architect, and complete specifications for the Project, as well as other customary drawings, specifications and documents necessary to fully explain the intention of the work. The

Owner's General and Supplementary Conditions of the Contract and the Owner's other Contract documents shall not be modified without approval of the Owner. Supplementary General Conditions as may be needed to fit the Project shall be developed by the Architect and approved by the Owner. All such Construction Documents shall meet with the Owner's approval. Each area shall be detailed at not less than 1/8"=1' or will be of sufficient scale, detail and clarity to adequately and fully explain the function of the area and the intention of the work and to enable the satisfactory construction of the area. The Owner reserves the right to disapprove of the architectural, structural, mechanical, and electrical systems recommended and developed by the Architect together with the materials and equipment as shown on the Construction Documents without justifying any claim by the Architect for extra costs, where such Construction Documents are inconsistent with previously approved Schematic Design and Design Development Documents. Where additional design effort is required by the Architect for reasons not the fault of the Architect, then the provisions of Paragraph 3.2 shall apply.

A.3.4 Within seven (7) days after approval by the Owner of the proposed Construction Documents, the Architect shall furnish as many copies of the corrected Construction Documents as shall be required by the Owner, which shall be distributed for bidding and construction purposes.

A.3.5 Architect's scope of services during the Construction Contract Documents Phase shall include but not be limited to:

a. If applicable, assistance with Owner and CM/GC review of design at 50% and 90% Construction Documents stage for conformity to project budget and scope adjustments as appropriate.
b. Provision of a reasonable number of options to be included in the bidding of the projects as alternate bids to assist with budget management.
c. Updating and tracking LEED progress/decisions throughout the Construction Documents Phase.

A.4 <u>ARCHITECT TO CONFORM TO BUDGET</u>

A.4.1 The budget for the construction of the Project and for which the Architect shall have sole responsibility for planning is set forth in the Recital of this Agreement. The Architect shall make his final plans and specifications conform to the approved budget. If conditions arise during progress of the Architect's work on the Project that, in the opinion of the Architect, would be sufficient reason for revision of the budget set forth above, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget amount shall be increased.

A.4.2 In the event that the actual bids received under the completed plans and specifications drawn by the Architect for the Project are in excess of the above-established budget, then if the Owner rejects such bids, the Architect hereby agrees that, at no additional cost to the Owner, he shall redraw the plans and revise the specifications using all necessary staff and utmost speed during

regular working hours and prepare to re-advertise or do such other reasonable and practical things as may be necessary to bring costs within the above-established budget. The Owner agrees to cooperate with the Architect within the basic framework and educational needs of the Project, as given to the Architect at the time he began his preliminary plans and studies, in order to accomplish such redrafting of plans and specifications and to secure the receipt of bids within the said functional needs and the budget.

A.4.3 It is hereby agreed that it is a major and material requirement and consideration of this Agreement on the part of the Owner that the total bids for this Project do not exceed the approved budgeted amount of monies established to cover this Project as set forth in the Recital.

A.4.4 The Architect shall in good faith follow the Owner's policy concerning plan deposits, particularly noted in the "Advertisement for Bids," and shall provide sufficient sets of Construction Documents, to insure distribution during the bidding period for official Contract Documents and for the construction of the Project. The Architect shall also assist the Owner in advertising for bids for the construction of the contemplated buildings to be tendered to the Owner. Architect will prepare, subject to approval by the Owner, the necessary forms of proposals for the construction work.

A.4.5 The Architect shall be responsible for reviewing all bids received and making a written recommendation of award thereon.

A.4.6 If it shall prove impossible to secure one or more bona fide bids from reliable contractors based on the plans and specifications prepared by the Architect at a price not exceeding the approved construction budget for the work, then the Architect shall, if desired by the Owner, change the plans and specifications at his own expense in such manner acceptable to the Owner as may be found necessary to secure bids from reliable contractors at not more than the approved construction budget. In the event the Owner determines to go forward with the Project and award contracts even though they may exceed the approved budget, then such increased construction costs over the budget shall not be the responsibility of the Architect.

A.5 CONSTRUCTION PHASE

A.5.1 The Architect shall keep accurate accounts with respect to the work on the Project and shall review and approve certificates for payments submitted by the Contractor and deliver them to the Owner. Such certificates shall be in proper detail, shall duly identify the contract items involved, shall be in the Owner's Construction Department office on or before the 10th day of the month for work performed by Contractor the previous month and submitted by Contractor to the Architect on or before the 5th day of the month, and shall follow a standardized form acceptable to the Owner.

A.5.2 As may be required throughout the construction progress, the Architect shall prepare such large-scale, full-size, detailed or other drawings as may reasonably be needed or required to supplement the working drawings and to permit the proper completion of the Project.

A.5.3 The Architect shall make any necessary revisions in the drawings, render to the

Owner, at its request or at the request of the Contractor, rulings on the requirements of the drawings and specifications and shall make additions, reasonable changes or modifications in the drawings and specifications and contracts to meet unanticipated conditions or occurrences or to effectuate changes in the work.

A.5.4 The Architect shall have general supervision (as defined in Section A.5.7) and direction of the work. He is the agent of the Owner only to the extent provided in the Contract Documents and his contract with the Owner. When in special instances he is authorized by the Owner to act, he shall, upon request, present to affected third parties his written authority. The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by the Contractor. The Architect shall have authority to reject work that does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed, or completed. Except in case of emergency, the Architect shall not authorize nor direct any stoppage, removal of work in place, or changes in any work without prior written approval of the Owner.

A.5.5 The Architect shall, in addition to and in conjunction with the general direction of the work, specifically provide and be responsible for the following services, among others:

a. Review and approve shop drawings, samples and other submissions for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents,

b. Inspect bearing surfaces of excavations before footings are poured,

c. Inspect reinforcing steel after installation and before concrete is placed,

d. Inspect structural concrete during and after pouring,

e. Evaluate all laboratory reports,

f. Inspect structural steel after erection and prior to its being covered or enclosed,

g. Inspect mechanical work following its installation and prior to its being covered and enclosed,

h. Inspect electrical work following its installation and prior to its being covered or enclosed,

i. Inspect exposed surfaces for compliance with the Construction Documents,

j. Provide sales tax affidavits or exemption certificates to the Owner, as appropriate, at the completion of construction.

Written records of these inspections shall be delivered to the Owner. Should the quality of workmanship or circumstances beyond the control of the Architect be such that the performance of any of the Construction Documents cannot be carried out to the complete satisfaction of the Architect, the matter shall be brought to the attention of the Owner.

A.5.6 The Architect shall furnish such cooperation and attend such conferences with the Owner and/or the Contractor as may be required to promote the satisfactory conduct and completion of the Project. The Architect shall be responsible for initiating the making of recommendations to the Owner covering necessary change orders and for giving written opinions to the Owner as he may deem appropriate or when requested by the Owner as to the conduct of the work or any questions in connection therewith.

A.5.7 The Architect shall, either in person or by a responsible senior member of his staff or through employment of a qualified person approved by the Owner, endeavor by general supervision and by adequate and necessary inspections to protect the Owner against defects and deficiencies in the work performed and materials provided by the Contractor and Contractor's subcontractors. The Architect shall also, in good faith and with due diligence, endeavor to safeguard the Owner against any contractor's noncompliance with the terms of its contract with Owner. The Architect shall also be the Owner's representative charged with the general responsibility of exercising due diligence to see to it that the terms and intent of the Contract Documents are carried out. This provision of this Agreement shall require that the Architect or a senior and responsible member of his staff or an especially employed, competent inspector approved by the Owner shall visit the site at least once a week while construction is in progress and shall furnish to the Owner a copy of a report on conditions found at the site of the work. Such reports shall be forwarded to the Owner immediately following each weekly inspection. The terms "general supervision," "inspection services," and "general and technical supervision and inspection" for purposes of this Agreement shall mean the overseeing of construction for compliance with the requirements of the plans, specifications, and related Contract Documents prepared for the Project and with pertinent laws and regulations. With the exception of the specific inspections required by Paragraph A.5.5 above and unless otherwise specified, the Architect shall not be required to make continuous on-site inspections to check the quality or quantity of the work. The Architect shall not be responsible for actual construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, unless any of such matters have been or should properly be specified in the plans and specifications prepared by the Architect.

A.5.8 The Architect shall maintain careful control over all changes in the plans in the course of the work, after the plans are originally approved by the Owner. The Architect shall keep a current accurate record of all variations or departures from the plans and specifications as originally approved, which may come to his attention or are discovered during his performance of services hereunder or through information provided by the Contractor or subcontractors; shall keep the Owner closely advised in advance, if possible, with respect thereto; and shall advise the Owner to the best of his ability on a current basis of all savings or additions to cost as well as the suitability of the work and Project

occasioned by such variations or departures. The Architect shall not approve any change orders without first consulting the Owner. In any event, the Architect shall make recommendations to the Owner concerning the change orders but shall not act for the Owner in approving change orders except in cases involving a matter of an immediate safety nature. All change orders must be made on forms supplied by the Owner, and all requests for such change orders must be made in writing.

A.5.9 The Owner reserves the right, at its own expense, to submit all plans and specifications to review by such consultant or consultants as it may select. In the event of such employment of a consultant or consultants by the Owner, they shall cooperate fully with the Architect in order to incur as little delay as possible to the Architect, and the Architect shall make all necessary information fully and promptly available to such consultants. The Owner reserves the right to make changes in the plans and specifications whether or not such changes are the result of suggestions by such consultants or otherwise.

A.5.10 Where, due to changed conditions, ineffectual or improper performance by the Contractor or other unanticipated material conditions, the Architect believes his presence on the Project site is required to an extent in excess of that required or contemplated by this Agreement, then he shall bring such matters to the attention of the Owner, and, with the Owner's written approval, shall perform such additional services, at such additional compensation as may be agreed, but not to exceed the rates set forth in Paragraph 3.1.

A.5.11 When the work or a portion of the work (the scope of which is agreed to by the Contractor, Architect and Owner) is confirmed by previous weekly observations and reports by the Architect to be finally complete in accordance with the Contract Documents with no missing, incomplete or unfinished work, the Contractor, Architect and subconsultants, accompanied by the Owner as deemed necessary by the Owner, shall jointly inspect the work. The Contractor shall complete a written report of inspection and detailed “punch list,” attested to by the Architect as to contents and date of inspection.

A.5.11.1 An inspection and creation of a punch list will not be performed when any work is missing, incomplete or unfinished. Any missing, incomplete or unfinished work means that the work has not been made final by the Contractor in accordance with the Contract Documents, is not ready for inspection and punch listing, and the Date of Final Completion cannot be established. Architect shall include inspections for punch list to include initial punch list and follow-up verification of completed work.

A.5.11.2 When the work is inspected in phases or portions the Date of Final Completion for all of the work shall be established by the date when the last inspection and punch list is complete.

A.5.11.3 The Contractor, on a computerized database acceptable to the Owner, shall generate and maintain the punch list database document until all of the punch list work is complete and the Owner issues the Letter of Acceptance for the entire project.

A.5.11.4 When punch list work is reported as complete by the Contractor, subsequently inspected by the Architect or their sub-consultants and determined to be incomplete, the costs of all subsequent re-inspections of the punch list item by the Architect or their sub-consultants will become the responsibility of the Contractor.

A.5.12 The Architect, upon completion of the Project, shall deliver a written report of final inspection to the Owner, which report shall include a statement that in the Architect's opinion the Project has been fully completed in accordance with the plans and specifications and any amendments thereto, and the Contract Documents; that all guarantees required by the Contract Documents have been delivered in writing to the Owner, and that the Contractor is entitled in the Architect's opinion to final payment upon his contract, stating therein the amount due on said final payment. Such report and/or payment shall not in any manner affect, waive, or release any of the Owner's rights or claims against the Contractor or his subcontractors. Architect shall assist Owner in obtaining LEED [LEVEL] certification, including providing services for the design and construction submittals as required by the applicable program.

A.5.13 The Architect, upon completion of the Project, shall provide a letter to the Owner stating that to the best of the Architect’s knowledge asbestos containing material was not incorporated into the project.

A.5.14 The Architect and sub-consultants/engineers shall make observations as to whether the Contractor’s work is in general conformance with the Contract Documents, and report to the Owner the results of the observations. The Architect and sub-consultants/engineers shall cooperate and work with the Owner in resolving any problems arising during the warranty period. The Architect and sub-consultants/engineers shall in good faith and with due diligence endeavor to see that any remedial work found to be necessary is performed in a satisfactory manner by the Contractor responsible for same, shall be responsible for the inspection of such remedial work and shall inform the Owner, in writing, whether such remedial work has been or has not been satisfactorily completed. Nothing in these provisions for inspections of the work after the completion and acceptance of the work by the Architect, sub-consultants/engineers, and the Owner shall be construed to alter or affect the provisions of Paragraph 3.1 of this Agreement regarding the method of payments to the Architect or other warranties provided herein or available to the Owner.

A.5.15 During the project's two (2) year warranty period, the Architect or the Architect's field representative shall be required to attend Warranty Work Request meetings. The Owner shall establish the date, time, and place of these meetings at the beginning of the two year warranty period. These meetings will include, but are not limited to, three (3) regular Warranty Work Request meetings and one (1) complete Warranty Work Request meeting.

EXHIBIT B
FEE SCHEDULE

B.1 CONTRACT AMOUNT

B.1.1.	Basic Services, Not to Exceed:	$310,500
B.1.2	Reimbursable Expenses:	$Included
B.1.3	Total Agreement Amount	$310,500

B.2 FEE PAYMENT SCHEDULE

B.2.1 During the development of the Schematic Design and Design Development Documents, complete specifications, working drawings and other Construction Documents, the Architect may apply for and shall receive compensation, based on the amount of such work completed. In no event, however, shall payments be made which will make the total of all payments exceed the amounts payable under the provisions of Exhibit B, Subparagraphs B.2.2, B.2.3 and B.2.4.

B.2.2 Upon completion and approval by the Owner of the Schematic Design Phase, pursuant to Exhibit A Professional Services Paragraph A.1, the Architect may request and receive a sum equal to twenty percent (20%) of the Basic Fee.

B.2.3 Upon completion and approval by the Owner of the Design Development Phase, pursuant to Exhibit A Professional Services Paragraph A.2, the Architect may request and receive a sum that, together with previous payments shall increase the total amount paid to him to twenty percent (20%) of the fee based upon the approved final budget.

B.2.4 Upon the completion and approval by the Owner of the Contract Document Phase, pursuant to Exhibit A Professional Services Paragraph A.3, the Architect may request and receive a sum that, together with previous payments shall increase the total amount paid to him to thirty-five percent (35%) of the fee based upon the approved final budget.

B.2.5 Upon award of the construction contract, the Architect may request and receive a sum that, together with previous payments, shall increase the total amount paid on account of his fee to two and a half percent (2.5%) of the Basic Fee.

B.2.6 Twenty percent (20%) of the Basic Fee shall be payable monthly in proportion to the progress of the work as evidenced by payments to the Contractor, for the Construction Observation Phase of the project.

B.2.7 The final two and a half percent (2.5%) of the Basic Fee shall be paid for the Close-out Phase of the project after all certificates of completion, all sales tax affidavits, record ("as built") CAD, and other documents herein or by the Contract Documents required are delivered to the Owner. At that time, the contract shall be considered as having been fully performed by the Architect except for inspections and follow-up required during the two-year guarantee.

B.3 FEE PAYMENT SCHEDULE CHART

Paragraph	Project Phase	% of Fee	% Cumulative Fee
B.2.2	Schematic Design	20%	20%
B.2.3	Design Development	20%	40%
B.2.4	Contract Documents	35%	75%
B.2.5	Bid/Award	2.5%	77.5%
B.2.6	Construction Observation	20%	97.5%
B.2.7	Close-out	2.5%	100%

B.4 HOURLY RATE

The above rates include salary, customary and mandatory benefits, overhead factors, and a profit factor.

B.5 FEE PAYMENT PROCEDURES

B.5.1 Assuming that the necessary information and documentation is timely submitted by the Architect to the Owner, it is anticipated that payments will be made monthly.

EXHIBIT C
DELIVERY SCHEDULE

C.1 Products and services set forth in this agreement shall be delivered in accordance with the following schedule:

	Completion Date
Schematic Design	September 30, 2016
Design Development	November 15, 2016
Construction Contract Documents	January 15, 2017
Bidding and Negotiating	TBD
Certificate of Final Completion	TBD
Record Documents	45 calendar days from date of receipt of the as-builts from the Contractor

EXHIBIT D
RATE SCHEDULE

Rate Schedule

Rate Schedule for Additional Compensation

Personnel Level	Hourly Rate
Principal P-1 & P-2	$155.00
Associate AS	$130.00
Architect A-1	$105.00
Architect A-2	$90.00
Designer/Drafter D-1	$75.00
Designer/Drafter D-2	$63.00
Bookkeeper B	$49.00
IT Systems Manager ITM	$73.00
Administrative Asst. AD	$41.00