

CITY OF SACRAMENTO

STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, dated for identification this _____ day of _____, 19____, by and between the CITY OF SACRAMENTO, hereinafter called "City", and Tomich and Yee, Architects and Planners, _____ (licensed with the State of California), hereinafter called "Architect".

W I T N E S S E T H :

WHEREAS, City intends to construct:

City Hall Renovation - Segment 4 of 5
Planning Department
915 I Street
Sacramento, California

which facility is described in Exhibit A and is hereafter called "Project".

NOW, THEREFOPE, City and Architect agree as follows:

I. BASIC SERVICES OF THE ARCHITECT

The Architect shall provide to the City the basic services described in the following five phases, and shall include normal structural, mechanical, and electrical engineering services.

A. Schematic Design Phase

1. On receipt of written notice to proceed with the Schematic Design Phase:
 - a. Ascertain the requirements of the Project and assist in the development of the program for the Project;
 - b. Prepare and submit for review by designated community groups, fifteen (15) sets of Schematic Design Documents consisting of:

- (i) Schematic Design Studies/Site Utilization Plans evaluating functional and organizational user relationships, space requirements, operating procedures and traffic flow as necessary;
 - (ii) A preliminary estimate of Project construction cost (to be referred to as Preliminary Project Construction Cost).
- c. Submit the above-mentioned Schematic Design Documents for approval.

B. Design Development Phase

1. On approval of the Schematic Design Phase documents, prepare and submit for approval, fifteen (15) sets of Design Development Documents consisting of:
- a. Site and floor plans, elevations or other mutually acceptable drawings, and outline specifications to fix and illustrate the size, extent and character of the Project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems, and such other systems essential for the definition of the project, including interface of systems;
 - b. An estimate of the Fixed Project Construction Cost, sufficiently broken down to conform to the 16 Division format of the Technical Specifications;
 - c. Study models showing physical relationship, proportion of Project elements and interiors, to scale of one-eighth inch (1/8") per foot minimum.
 - d. Finished color renderings for presentation use, showing overall Project perspective, and a minimum of two (2) color vignette views. All renderings shall be on heavy cardboard and 30" x 40" in size.

2. Assist in applying for and obtaining required approvals of Drawings, Project Manual, and Contract Documents from the City Council and all other public agencies having jurisdiction over the Project.

C. Construction Documents Phase

1. On approval of the Design Development Phase documents, prepare therefrom and submit for approval, fifteen (15) sets of Construction Documents consisting of:
 - a. Working Drawings and the Project Manual setting forth in detail the requirements for the construction of the entire Project, including the necessary bidding information and special provisions of the contract forms. The City shall provide the General Conditions of the contract for coordination and inclusion, as provided in Article II, C.
 - b. Complete structural calculations for all structural elements of the project.
 - c. Adjustments to the estimate of the Fixed Project Construction Cost arising from changes in scope or program requirements requested by the City in writing.

D. Bidding Phase

1. After approval of the Construction Documents Phase, assist in obtaining bids and in awarding construction contracts for the Project as follows:
 - a. Furnish one (1) set of original tracings of the approved Working Drawings and one (1) typed copy of the approved Project Manual and fifty (50) sets of prints each.
 - b. Keep records of, and prepare, necessary addenda and modifications, both written and in drawing form, for timely issuance prior to bid opening date.

- c. Consult with and advise the City on bids submitted by contractors for the construction of said Project.

E. Construction Phase

1. After the award by the City of a general contract for the construction of the Project, generally assist during progress of the Project so as to assure its proper construction according to the construction contract terms. This assistance shall include the following:
 - a. Arrange a Pre-Construction Conference between appropriate parties;
 - b. Furnish, on request, definitions and interpretations of the drawings and Project Manual for the Project;
 - c. Review and recommend approval or rejection of shop drawings, samples, and other submissions of the contractor for conformance with the design concept of the Project and compliance with the Contract Documents;
 - d. Perform general administration of the Project, including periodic visits to the site to review the progress and quality of work and to determine if the Project is proceeding in general accordance with the Contract Documents;
 - e. Review the contractor's applications for payment and recommend amounts owing;
 - f. Review and recommend approval or rejection of substitutions for conformance with design concept of Project and compliance with Contract Documents;
 - g. Prepare all necessary Change Orders.
 - h. Review for compliance, any specified written guarantees, instruction books, diagrams and charts required by the Contract Documents;

- i. Upon application for final payment by the contractor, recommend the dates of substantial completion and final completion;
 - j. Advise of omissions, substitutions, defects or deficiencies noted in the work of the Project.
 - k. Assist during the post-construction guaranty period.
- F. Prepare for and participate in public hearings, meetings with public agencies, and other presentations concerning the Project during any of the above phases (Article I.A. through I.E.).

II. CITY'S RESPONSIBILITY

The City shall provide the following:

- A. Full information as to the requirements of the Project, including approved surveys of the site giving grades and lines of streets, alleys, pavements, and adjoining properties, rights of way, easements, and encroachments, utility locations, and boundaries and contours of the building site;
- B. Soils analyses (including tests, borings and reports), and structural, mechanical, chemical and other laboratory tests and reports;
- C. The General Conditions of the construction contract.

III. EMPLOYEES AND CONSULTANTS

- A. The Architect must employ at his own cost and expense such technicians and professionals as may be required to enable Architect to perform his duties under this Agreement. Consultants must be mutually acceptable to the City.

IV. PROJECT CONSTRUCTION COST

- A. Project Construction Cost, as used in this Agreement, means the total cost to the City of all work designed or specified by the Architect, including work covered by Change Orders (except where the Change Order is inconsistent with the approved program for the Project or is necessitated by conditions beyond the control of the Architect) but excluding the following:

Cost of the site, any fees of Architect or consultants or the cost of any rights of way.

- B. The Project Construction Cost shall be the estimate of construction cost to the City as submitted by the Architect during the Schematic Design Phase and Design Development Phase, and as adjusted during the Construction Documents Phase (Article V.B.).
- C. If the Project, as designed, results in a low bid submitted by a responsible and qualified bidder which is more than the fixed limit of Project Construction Cost specified (Article V.B.), the Architect agrees, at no additional cost and at the option of the City, (1) to modify Working Drawings and Project Manual suitable for rebidding the Project; or (2) to modify the Working Drawings and Project Manual and negotiate with the responsible and qualified low bidder to reduce the Project to within the fixed limit of Project Construction Cost. The City may explore both methods with the Architect, and the Architect agrees to continue to render said services until the Project is designed within the fixed limit of Project Construction Cost with no additional costs to the City. The City may, at its option, agree to, and accept in writing, a low bid in excess of the fixed limit of Project Construction Cost specified hereinabove.

V. ESTIMATES OF PROJECT CONSTRUCTION COST

- A. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The Architect, in consultations with the City, shall exercise his best judgement in determining an appropriate balance between the size of the Project, the type of construction and the quality of construction.
- B. Estimates of Project Construction Cost will be prepared based on prevailing construction costs including all work for which bids will be received. The estimates of Project Construction Costs prepared by the Architect are

based on his knowledge and experience and are subject to variable costs of labor and materials. The Architect agrees, however, that he will design the Project within a fixed limit of Project Construction Cost (as defined hereinabove) of

Two hundred eighty-five thousand two hundred forty-eight-----DOLLARS
(\$285,248.00).

VI. ARCHITECT'S COMPENSATION

A. Basic Compensation

1. The Architect agrees to perform professional services provided by this Agreement and the City agrees to pay the Architect for such services, compensation of a fixed sum of

Twenty-two thousand eight hundred twenty-----DOLLARS
(\$ 22,820.00).

B. Special Services

1. Special Services required during the course and development of the Project are those services outside the scope of the basic services of the Architect, as set forth in Article I.A. through I.F. Special Services shall be provided as ordered in writing by the City and as accepted by the Architect. The City reserves the right to perform any Special Services, except those which may only be performed by the Architect, with its own staff or to retain other contractors to perform said services.
2. The Architect's compensation for special services shall be two and one-half (2-1/2) times the Architect's Direct Salary Costs, plus Reimbursable Expenses, as such terms are defined hereinafter, except that the maximum total fee for each special service rendered may be

established by mutual agreement of the City and the Architect at the time the Architect is directed to perform the work.

- a. Architect's Direct Salary Cost - Direct Salary Cost is based on the total number of hours spent on the special service by each employee of the Architect times the employee's appropriate billable hourly rate. The appropriate billable hourly rate shall be as set forth in the schedule attached hereto as Exhibit "B".

VII. ARCHITECT'S REIMBURSABLE EXPENSES

- A. Reimbursable expenses shall be limited to actual fees lawfully paid for securing approval of authorities having jurisdiction over the Project, as described in Article I.B.2.

VIII. PAYMENTS TO THE ARCHITECTS

- A. Payments to the Architect on account of the basic compensation, herein referred to as the "Fixed Sum" as set forth in Article VI.A., shall be made within a reasonable time after receipt of the Architect's invoice, said payments to be made in proportion to services performed to increase the Architect's Basic Compensation to the following percentages of the Fixed Sum at the completion of each phase of the work (completion being after approval, where required):

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding Phase (after award of a construction contract by the City)	80%
Construction Phase	
a. When construction is 50% complete	90%

b. When construction is complete and
the Project is accepted by the City 100%

- B. Payments to the Architect for Special Services, as defined in Article VI.B., and for Reimbursable Expenses, as defined in Article VII, shall be made monthly upon presentation of the Architect's statement of services rendered, or as otherwise provided by mutual agreement, as provided in Article VI.B.2.
- C. If the Project is abandoned or suspended by the City during any phase of service prior to the Bidding Phase for ninety (90) days or more, the Architect is to be paid his fees for services performed prior to receipt of written notice of such abandonment or suspension, together with any reimbursable expenses then due and any compensation for special services performed.

IX. ACCOUNTING RECORDS OF THE ARCHITECT

- A. The Architect shall maintain all records required to be maintained by him under this Agreement, including, but not limited to, records of Architect's Direct Salary Costs for Special Services performed under this Agreement and records of Architect's Reimbursable Expenses, in accordance with generally accepted accounting practices and shall keep such records available for inspection and audit by representatives of the Department of Finance of the City at a mutually convenient time.

X. TERMINATION OF AGREEMENT

- A. Either party may terminate this Agreement upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- B. In the event of termination due to the fault of others than the Architect, the City shall pay the Architect his compensation for services performed to termination date, including reimbursable expenses and compensation for special

services performed, less any expenses incurred and/or monies expended by the City as a result of the Architect's errors, omissions and/or negligence.

- C. Notwithstanding any other term or condition in this agreement, City shall have the right, in its sole discretion to terminate this agreement at the completion of performance of any of the five phases of this agreement. In the event of any such termination, the City shall pay the following sum as a complete settlement for such termination:

<u>Phase</u>	<u>Description</u>	<u>Page</u>	<u>Compensation</u>
A	Schematic Design Phase	1	\$ 3,423.00
B	Design Development Phase	2	\$ 7,987.00
C	Construction Documents Phase	3	\$17,115.00
D	Bidding Phase	3	\$18,256.00
E	Construction Phase	4	\$22,820.00

provided however, the foregoing settlement compensation shall not include Special Services pursuant to paragraph V.I.B. in the event any such Special Services have been commenced by Architect.

In the event City terminates this agreement pursuant to this paragraph, Architect shall within ten days after City gives written notice of termination, deliver to City all drawings, manuals and all documents prepared by Architect for the applicable respective phase completed at the time of termination.

XI. OWNERSHIP OF DOCUMENTS

- A. Original Working Drawings, Project Manual and other construction documents shall become the property of the City upon final completion of the Project, abandonment or suspension of the Project, or termination of this Agreement, whether the Project for which they are made be executed or not.

XII. INSURANCE TO BE CARRIED BY ARCHITECT

- A. During the term of this Agreement, Architect shall maintain in full force and effect at his own cost and expense the following insurance coverage:

1. Worker's Compensation. Full Worker's Compensation Insurance and Employer's Liability policy or Architect shall provide evidence of ability to undertake self-insurance. Limits of coverage shall be as required by law. In the event the Architect is self-insured, he shall furnish a Certificate of Permission to Self Insure issued by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

2. Comprehensive Auto and General Liability Insurance. The Architect must provide sufficient broad coverage to include:

- a. Comprehensive Auto and General Liability;
- b. Products and Completed Operation Liability;
- c. Broad Form Property Damage Liability;
- d. Contractual Liability;
- e. Personal Injury Liability.

The amount of the policy shall be no less than \$300,000 single limit per occurrence issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Professional Liability Insurance Covering Errors and Omissions.

The limits of coverage shall be no less than \$ -0-, with a provision for no more than \$ -0- deductible. Architect may not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants.

4. Certificate of Insurance. The Architect will have the City's Standard Certificate of Insurance completed and filed with the City's Department of Finance within fifteen (15) days of the execution of this Agreement and prior to engaging in any operation or activity set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this contract shall occur, without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.

XIII. INDEMNITY AND HOLD HARMLESS

- A. The Architect shall assume the defense of and indemnify and save harmless the City and its officers and employees from all claims, loss, damage, injury, and liability of every kind, nature and description arising from the negligent acts, errors and omissions of the Architect, his agents or employees. Acceptance of the Insurance Certificate required under this Agreement does not relieve the Architect from liability under this Indemnity and Hold Harmless clause.

XIV. TIME OF PERFORMANCE

- A. The Architect agrees:
1. To complete all work and services to be performed during the Schematic Design Phase within 28 calendar days of receipt by the Architect of written notice to proceed with the Schematic Design Phase.
 2. To complete all work and services to be performed during the Design Development Phase within 49 calendar days of written approval of the Schematic Design Phase.
 3. To complete all work and services to be performed during the Construction Documents Phase within 72 calendar days of written approval of the Design Development Phase.

- B. The City agrees:
1. To issue a written notice to proceed with the Schematic Design Phase within 35 calendar days of the effective date of this agreement.
 2. To solicit and receive bids for the general contract for construction of the Project within 35 calendar days of written approval by the City Engineer of the Construction Documents Phase.
 3. To award or conditionally award a general contract for the construction of the Project within 35 calendar days of written approval by the City Engineer of the Construction Documents Phase.
- C. In the event the City fails to either solicit and receive bids for or to award or conditionally award a general contract for the construction of the Project within the time period specified above, this contract shall automatically terminate without further act of either City or the Architect unless the parties have agreed otherwise in writing prior to said termination. Upon such termination, City shall pay to Architect the compensation provided in Article X.
- D. Whenever approval is required hereunder, said approval shall be given or the reasons for denying approval shall be stated in writing, within twenty-eight (28) calendar days of submission of the documents to be approved, provided that the City shall have a period not to exceed 56 aggregate days to approve the Schematic Design and Design Development Phases.
- E. If Architect is delayed at any time in the performance of the work to be performed under this Agreement by any act or neglect of the City, its officers, agents or employees, or by any Change Order or Change Orders initiated and requested by the City, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any cause beyond Architect's control, then the time for performance of any act hereunder shall be extended by the amount of such delay.
- F. Time is of the essence in the performance of this Agreement.

XV. MAJOR PROJECT CHANGE

- A. As used herein the term "Major Project Change" means a material and substantial change in the scope of the Project (either before or following schematic design approval) necessitated by conditions beyond the control of the Architect and not resulting from errors, conflicts and/or omissions of the Architect. A change shall be deemed to be material and substantial only if it is significantly at variance with either (1) the requirements of the Project as communicated by the City Engineer to the Architect if the Major Project Change precedes the approval of the Schematic Design Phase, or (2) the approved schematic design if the Major Project Change is to be made following the approval of the Schematic Design Phase.
- B. The additional services rendered by the Architect to accomplish a Major Project Change are special services to which the Architect is entitled to be paid compensation at the rate provided in Article VI.B.2.
- C. Prior to rendering special services required to accomplish a Major Project Change, the City and the Architect shall mutually agree in writing upon each of the following:
1. The maximum compensation to be paid the Architect for the special services required to accomplish the Major Project Change.
 2. The increase or decrease in the fixed limit of Project construction cost (as defined in Article V) that will be required by reason of the Major Project Change.
 3. The revisions, if any, in the time of performance (established in Article XIV) that will be required by reason of the Major Project Change.
- D. If the City and Architect are unable to agree upon the matters specified above, either party, upon five (5) days written notice to the other, may

elect to terminate this Agreement. Upon termination, the City shall pay the Architect the compensation provided in Article X.

XVI. SCOPE OF AGREEMENT

This is the entire Agreement between the parties and there are no agreements or representations between the parties except as expressed herein. This Agreement may be amended only by written instrument signed by both Architect and City and approved by the City Council.

XVII. REFERENCES TO CITY OR CITY ENGINEER

Whenever the City or City Engineer is referred to herein, such reference shall include any representative of the City or City Engineer who has been duly authorized in a writing served upon the Architect to act on behalf of the City or City Engineer in respect to any matter designated in said writing. Whenever the terms "assist", "recommend", "written notice", "written approval", "notice", "approval", or other such phrases are used herein, such words and phrases shall mean assist, recommend to, and written notice, written approval, notice and approval of or by the City Engineer or his duly authorized representative.

XVIII. EMPLOYMENT PRACTICES

In the performance of this Agreement, Architect shall not discriminate against any person upon the basis of race, color, creed, national origin, or sex, and Architect shall comply with all non-discrimination and affirmative action programs required by any State and/or Federal agency providing funds for the Project.

XIX. NOTICES

Any notices required under this Agreement to be served on or given to either party shall be in writing and shall be duly served and given when personally delivered to the party to whom directed or when deposited in the

United States mail, first class postage prepaid, addressed to the City A/E Section at 1023 J Street, Room 208, Sacramento, California 95814, Attention: Chris Delgado, or the Architect at 1521 Eye Street, Sacramento, California 95814.

XX. WAIVER OF BREACH

Waiver of the right to pursue any remedies for breach of any obligation or condition hereunder shall not be deemed to be a waiver of the right to pursue any remedy for any other breaches.

XXI. ADDITIONAL CONDITIONS

The following additional covenants and conditions are made a part of this Agreement.

- A. It is expressly agreed that the project is intended to correct some of, but not all of, the code violations and safety hazards in the existing building by having the Architect perform services pursuant to this Agreement. Architect shall have no responsibility and incur no liability for existing defects in the building which are not included in the scope of work for these services.
- B. Add the following to Paragraph VII.A., Architect's Reimbursable Expenses: Architect shall be reimbursed a fixed sum compensation for printing 50 sets of Working Drawings and Project Manuals required for bidding purposes as set forth in Exhibit "B", Paragraph 2.
- C. The fixed limit of Project Construction Cost as defined in Paragraphs V.A. and V.B., is based on construction costs as of the date of this Agreement. In the event of delays on the part of the City, then the fixed limit of Project Construction Cost shall be adjusted utilizing the Engineering News Record (ENR) Cost Index. The Architect's fee will then also be adjusted proportionate to any adjustment in the fixed limit of Project Construction Cost.

IN WITNESS WHEREOF, the City and the Architect have executed this Agreement on the day and year hereinafter set forth opposite their respective names, the effective date of this agreement being the latest of these dates.

Dated: _____

ATTEST: _____
City Clerk

Dated: _____

APPROVED AS TO FORM

City Attorney

CITY OF SACRAMENTO

By: _____
City Manager

ARCHITECT

TOMICH AND YEE
ARCHITECTS AND PLANNERS

By _____

Title _____

Address _____

Telephone _____

State License No. _____

CITY HALL RENOVATION

EXHIBIT "B" - SEGMENT 4 OF 5

Tomich and Yee
1521 I Street
Sacramento, CA 95814

1. Architect's Appropriate Billable Hourly Rate

Principal	\$12.00 per hour
Architect	10.00 per hour
Designer	8.00 per hour
Senior Draftsman	7.00 per hour
Intermediate Draftsman	5.50 per hour
Junior Draftsman	4.50 per hour
Secretary	3.50 per hour

2. Additional compensation for printing 50 sets of working drawings and project manuals required for bidding purposes:

\$ 1000.00