

PROFESSIONAL SERVICES AGREEMENT
[Architectural Design and Construction Administration Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and SECOY ARCHITECTS, INC., a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Randy Nguyen, Principal Civil Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS and 00/100 (\$53,175.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

c. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City’s Project Manager. In anticipation of such contingencies, the sum of FIVE THOUSAND THREE HUNDRED SEVENTEEN DOLLARS and 50/100 (\$5,317.50) has been added to the total compensation of this Agreement. City’s Project Manager may approve the additional work and

the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City's Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed FIFTY-EIGHT THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS and 50/100 (\$58,492.50).

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor

accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. Designated Persons. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto, or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No

additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the

classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to

follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Secoy Architects, Inc.
160 S. Cypress Street
Orange, CA 92866
Attn.: Susan Secoy Jensen

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Randy Nguyen

Telephone: (714) 639-4367
E-Mail: susan@secoyarchitects.com

Telephone: (714) 744-5531
E-Mail: rnguyen@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

SECOY ARCHITECTS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Mark A. Murphy, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:** City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



October 18, 2021

Mr. Frank Sun
City of Orange
300 East Chapman Avenue
Orange, CA 92866

Telephone: 714 744 5529
Email: fsun@cityoforange.org

Dear Frank:

We are pleased to submit this proposal to provide professional services for the Remodel of the Weimer Room and City Attorney's office/lobby areas located at 300 East Chapman Avenue, in the city of Orange, California. For this proposal, the project shall be referred to as Orange Civic Center Weimer Room Remodel.

SCOPE OF PROJECT

We understand that the scope of Secoy Architects, Inc. responsibilities for the project shall include:

- Programming/schematic design
- Preliminary Design
- Construction Documents
- Bid Phase
- Construction Administration Phase

BASIC SERVICES

PHASE I - PROGRAMMING/SCHEMATIC DESIGN

Secoy Architects, Inc. shall consult with the Client to review and validate the projection plan. It is the Client's responsibility to provide as-built plans of the project.

- A. Review existing information pertaining to total space requirements; organizational and operating structure; present and projected requirements and to understand and develop overall goals and objectives for the project, including project schedule.
- B. Provide options of the schematic design concept.
- C. Attend meetings with the Client.

PHASE II - PRELIMINARY DESIGN

Upon approval of the schematic design concept and based upon input from that phase, Secoy Architects, Inc. will prepare a preliminary design package to include:

- A. Floor Plans @ 1/4" =1'-0" scale.
- B. Interior Elevations of affected areas.
- C. Exterior Elevations of affected areas.
- D. Building colors and materials.
- E. Finishes and fixtures.
- F. 3D studies of the design, as required.

PHASE III – CONSTRUCTION DOCUMENTS

Based upon the approved design drawings and any further adjustments in the scope or quality of the project, Secoy Architects, Inc. shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for bidding the construction of the project. These documents will consist of the following sheets and appropriate information:

- A. Cover Sheet.
- B. Floor Plans.
- C. Electrical requirements and conduit placement to be specified with coordination and review of staff requirements.
- D. Elevations and Details for affected areas.
- E. Finish schedules and specifications.
- F. Specify conduit floor cuts and detail with specification the location of floor boxes, and penetrations.
- G. ADA requirements.
- H. Coordination with City's construction representative to determine demolition detail and instructions for existing structures being removed.
- I. Coordination of signage and graphics.

Secoy Architects, Inc. shall:

- A. Provide one set of reproducible drawings and appropriate number of wet signed sets of documents as required for permitting.
- B. Maintain contact with the Project Manager, or City Representative.
- C. Coordinate with the selected design-build mechanical, plumbing, and fire protection/life safety contractors, if required.
- D. Perform final code review with City officials and submit documents for building plan check.

FEE AND METHOD OF PAYMENT:

1. Client shall compensate Architect for the basic services set forth in this document. If the scope of the project changes or if additional services are requested by the Client then these services will be performed at Standard Hourly Rates.
2. Architect shall provide Client with monthly invoices for services rendered and costs advanced. Flat fees will be billed on a percentage of work completed basis for each basic service during the month. **Basic service phases:**

Phase I-	Schematic Design	\$5,000
Phase II-	Preliminary Design	
	(30 hrs) x \$250, (35 hrs) x \$105;	\$11,175

Phase IV- Construction Documents:	
Architectural:	\$17,500.00
Electrical Engineering:	\$ 3,500.00
Phase V- Bidding:	\$ 1,500.00
Phase VI- Construction Administration:	
Architectural:	\$12,500.00
Electrical:	\$ 2,000.00

3. Secoy Architects, Inc. shall perform all such work described above in Phase I, Phase II, Phase III, Phase IV, and Phase V for the **total amount of \$53,175.00**
4. Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at the rate of %10 annum. Secoy Architects, Inc. has the right to stop work after 60 days of non payment of the invoice.
5. No deductions shall be made from Architect's compensation nor shall Client delay payment on account of claims or losses for which an appropriate court or arbitrator has not held Architect legally liable.
6. Either party may terminate this agreement at any time upon 5 days written notice. In the event of termination prior to the completion of the project, for any reason, Client will compensate Secoy Architects, Inc. for the time spent by our staff prior to receipt of written notice of termination.
7. In light of the obvious advantage of resolving questions and disputes regarding Architect's billing quickly and while recollections are fresh, Client will notify Architect of any questions or dissatisfaction which it may have regarding any particular invoice within 30 days of the invoice date, and if Client fails to give Architect such notice, then Client will have waived its right to dispute the accuracy and appropriateness of the invoice and the invoice will be binding upon Client.
8. A retainer of **NA** will be paid upon the execution of this Agreement and applied to Architect's final invoice.
9. Reimbursable expenses include expenses incurred by the Architect in the interest of the Project for:
 1. Expense of transportation and mileage reimbursement at \$.54 per mile and parking fees.
 2. Fees paid for securing approval of authorities having jurisdiction over the project.
 3. Reproductions & photographic documentation.
 4. Postage and handling of drawings and specifications.
 5. Renderings, models, and photography requested by the Owner.
 6. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.
 7. All re-imbursable expenses will be charged on a cost plus 15% basis.

GENERAL PROVISIONS

1. Architect warrants that all of the services provided by or on its behalf pursuant to this Agreement will be performed with reasonable care, skill and diligence in accordance with generally and currently accepted design professional principles and practices. This warranty is in lieu of all other warranties, either express or implied. In particular, and without limitation, Architect will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project such as the Americans with Disabilities Act, but compliance with these laws as they may be eventually interpreted by others cannot be guaranteed. Further, it is understood that when used in conjunction with the providing of services pursuant to this Agreement, such terms as “certify,” “warrant,” “confirm,” “assure,” or the like do not constitute a guarantee, but rather a representation based on Architect’s professional opinion or judgment.
2. Architect will coordinate the professional engineering services called for by this Agreement, but Client acknowledges that Architect lack the training and experience necessary to perform or critique said services and that these services will necessarily be provided on an independent contractor basis by duly licensed professional engineering subconsultants. In no event, will Architect have any legal liability for any professional errors or omissions committed by these subconsultants.
3. If Client retains or allows the retention on any design/build contractors then such contractor shall be responsible for (1) preparing all the engineering and other drawings and specifications for the components of its design/build contract, (2) complying with the Project requirements and space limitations, (3) coordinating and interfacing with other trades and consultants, and (4) obtaining any required or appropriate approvals from authorities having jurisdiction over the Project. Each design/build contractor shall be the Professional of Record for its portion of work, responsible directly to the Client. Design/build system designs shall be reviewed by Architect only for conformance with the aesthetic aspects and major space limitations of the Project; and Architect will not assume responsibility for the design, installation or performance of the system.
4. Architect shall not be responsible for delays beyond its reasonable control, for inaccurate or incomplete information provided to it by Client or other reasonably reliable sources, for site conditions of which it was not actually informed, for hazardous materials or toxic substances at the Project site, for the specification of products or equipment for purposes consistent with the manufactures published literature, for Client’s finish materials and equipment decisions, for implementing Client’s unlawful design decisions, for the actions or inaction of governmental agencies, or for any failures of the Project’s contractors and material suppliers.
5. The plans covered by this contract are understood to be those required by the various governing bodies for this type of work as of the date of this agreement. In the event of a material change of policy of these organizations which requires material additional office or field work, the payment for the extra work shall be the subject of an extra charge.
6. Ownership of any drawings as instruments of service remains that of Secoy Architects, Inc.

7. All written and promotional materials showing or describing the design by Secoy Architects, Inc. shall contain reference to the design services performed by Secoy Architects, Inc. Secoy Architects, Inc. reserves the right to make reference to their participation in the project in subsequent advertising material with prior client approval. Secoy Architects, Inc. reserves the right to photograph and publicize the design project with prior approval from the Client.

If the foregoing is acceptable, your signature on this proposal to Secoy Architects, Inc. will constitute acceptance of its terms and Secoy Architects, Inc. authority to proceed. It is understood that no changes shall be made except in writing.

I trust that the above services are consistent with your requirements and we look forward to a mutually successful project.

Sincerely,

SECOY ARCHITECTS, INC.



Susan Secoy Jensen, AIA
Principal

Accepted:

CLIENT

By _____

Date: _____

HOURLY BILLING RATES FOR PROFESSIONAL SERVICES:

Principal/Project Designer	\$250.00 per hour
Project Manager	\$150.00 per hour
Draftsperson/Cad Operator	\$105.00 per hour
Assistant Designer	\$ 60.00 per hour