

Agreement Between
Redlands Unified School District and PCH Architects, Inc.
for School Building Projects

THIS AGREEMENT is made on July 1, 2025, by and between Redlands Unified School District, San Bernardino County, California, hereinafter called the CLIENT, and PCH Architects, Inc., a California corporation, hereinafter called the ARCHITECT, located at 30 S. Center Street, Redlands, California.

The Redlands Unified School District desires to contract with PCH Architects, Inc., for the following project(s):

Relocatable classrooms, Additions to and Reconstruction at
Various Sites, and Miscellaneous Projects requiring Architectural
Services as determined and assigned by Client.

The Client and Architect agree as follows:

1. BASIC SERVICES OF THE ARCHITECT

1.1. SCHEMATIC DESIGN PHASE

- 1.1.1 The Architect shall review the program furnished by the Client to ascertain the requirements of the project.
- 1.1.2 The Architect shall conduct all necessary conferences and develop tentative schemes or methods to implement projects.
- 1.1.3 Upon request, the Architect will prepare for the Client an estimated time schedule necessary to complete the contract documents and plans barring delays caused by conditions beyond the control of the Architect.
- 1.1.4 The Architect shall review the budgeted amount of the project with the Client and establish a tentative project cost subject to later revision.

1.2. DESIGN DEVELOPMENT PHASE (Preliminary Plans)

- 1.2.1 Upon approval by the Client of the services set forth in paragraph 1.1, the Architect shall prepare floor plans and/or site plans, and other drawings, and shall outline specifications to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, quantities, categories of proposed work, type of structure, and other such work as may be required. The Architect shall visit sites to determine the existing site conditions as they relate to the project.

- 1.2.2 Planning shall include required electrical site engineering, including fire alarm and signal system tie-ins, phone and data connections, provided existing system is adequate for extension to new buildings or additions to existing buildings.
- 1.2.3 The Architect shall prepare revisions to the tentative project cost and establish a preliminary project cost estimate subject to further revision at the construction document phase.

1.3. CONSTRUCTION DOCUMENT PHASE (Final Plans)

- 1.3.1 The Architect shall prepare, from the approved design development documents, working drawings and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical service-connected equipment. Site plans for relocatables shall include location of the new building(s), necessary site work to assure proper drainage, new AC Paving and/or concrete walks, ramps and curbs, if required, and all related detailing.
- 1.3.2 The Architect shall prepare necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the Client's legal advisor, as needed, in the drafting of proposal and contract forms.
- 1.3.3 The Architect shall assist the Client in applying for and obtaining required approvals from applicable City, County and State agencies having jurisdiction.

1.4. CONSTRUCTION

- 1.4.1 The Architect shall assist the Client in obtaining bids or cost estimates from contractors and in awarding any contracts.
- 1.4.2 The Architect shall provide technical direction to the project inspector employed by and responsible to the Client as required by applicable law. The Architect shall advise inspector and/or contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the Client upon completion of the project.
- 1.4.3 The Architect shall schedule and conduct pre-bid meetings and shall be responsible for distributing any addenda authorized by the Bid Set to the potential bidders.
- 1.4.4 The architect will endeavor to secure compliance by contractors with the contract requirements but does not guarantee the performance of said contractors.

- 1.4.5 The Architect shall provide general administration of the contracts, including periodic visits at the site as deemed necessary to render architectural observation and make regular reports as may be required by applicable State agencies.
- 1.4.6 Architect shall keep the Client informed of the progress of project; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof.
- 1.4.7 The Architect, as part of his basic professional services, will provide advice to the Client on apparent deficiencies in the project following the acceptance of the work.

1.5. PROJECT COMPLETION

- 1.5.1 When the Project is substantially completed, the Architect shall obtain a Punch List from the Contractor. The Punch List shall list all items to be completed or corrected. The Architect shall review and revise the list as necessary and shall advise the client of any defects, omissions, errors or changes that need to be made to the Punch List.
- 1.5.2 The Architect shall submit Contractor's Certificate of Final Payment, upon verification that the following has been completed and final payment of the remaining retention is warranted:
 - 1.5.2.1 The Contractor has provided all guarantees and warranties as required by the Contract.
 - 1.5.2.2 The Contractor has provided all Operation Manuals to the Client as required by the Contract.
 - 1.5.2.3 DSA has received all reports and given all approvals required by law for the Project.
 - 1.5.2.4 The Architect has submitted "record drawings" plans to the Coordinator, Facility and Community Services.
 - 1.5.2.5 The Architect has verified to the best of Architect's ability that all certificates and documents required by law, DSA, CDE, this Agreement, this Addendum, and the Contract Documents are on file with the Coordinator, Facility and Community Services.

1.6. GUARANTEE PERIOD

The Architect as part of his basic professional services, will attempt to resolve to the satisfaction of the Client apparent deficiencies in construction following the

acceptance of the work and prior to the expiration of the one-year General Construction Contract guarantee period of the Project. The Architect shall conduct a final one-year quality inspection walk-through to ascertain that all warranty items are completed.

2. THE CLIENT'S RESPONSIBILITIES

- 2.1. The Client shall furnish, or direct the Architect to procure, at Client's expense, cost of printing (except for normal progress prints), Soils Reports, Geo-Seismic Reports, and Plan Check Fees.
- 2.2. The Client shall furnish, or direct the Architect to procure, at Client's expense, a certified survey of the site if required, including grades and lines of streets, pavements, and adjoining properties; right-of-way, restrictions, easements, boundaries, and contours of the building site; *locations*, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available service and utility lines, both public and private.
- 2.3. The Client shall furnish, or direct the Architect to procure, at client's expense, chemical, mechanical, or other tests required for proper design, and borings or test pits necessary for determining subsoil conditions.
- 2.4. The Client shall furnish all inspection services, at the recommendation of Architect.
- 2.5. The furnishing of current as-built drawings of existing structures is the responsibility of the School District.
- 2.6. The Client shall furnish all legal advice and services required for the project.
- 2.7. The Client shall notify the Architect of administrative procedures required and name a representative authorized to act on its behalf. The Client shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project. The Client shall observe the procedure of issuing any orders to contractors only through the Architect.

3. ARCHITECT'S COMPENSATION

- 3.1. Where compensation has been agreed between the parties to be based on a stipulated sum or percentage of Project Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable. Project Cost as used in this agreement means the total cost to the Client of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following: any payments to Architect or consultants for costs of inspections, surveys, tests, and landscaping not included its project.

<i>Schematic Design Phase</i>	<i>Ten percent (10%)</i>
<i>Design Development Phase</i>	<i>Fifteen percent (15%)</i>
<i>Construction Documents Phase</i>	<i>Forty five percent. (45%)</i>
<i>Agency Approval Phase</i>	<i>Five percent (5%)</i>
<i>Bidding or Negotiation Phase</i>	<i>Five percent (5%)</i>
<i>Construction Phase</i>	<i>Twenty percent (20%)</i>

- 3.2. Services performed pursuant to the terms of this agreement include services required for miscellaneous or small projects, which are to be determined by the Client.
- 3.3. Client may request services for projects where compensation is based on a stipulated sum or percentage of Project Cost. Prior to commencement of such work, Architect shall provide an estimate of total project cost to Client for approval in writing prior to commencement of work.
- 3.4. Projects involving minimal architectural and engineering services may be billed at an hourly rate, upon mutual agreement of the Client and Architect, at PCH Architects standard hourly rates (see Attachment "A"). Prior to commencing work, Architect shall provide an estimate to Client and receive authorization from Client.
- 3.5. Architect shall inform Client on a timely basis of requirements to procure engineering and related services.
- 3.6. Reimbursement for fees and other reimbursable expenses shall be made to the Architect as incurred.
- 3.7. Final payment to the Architect shall be made by the District after a Notice of Completion is approved by the Board. however, this payment shall not exclude the Architect from continuing to provide services to resolve outstanding punch list items.
- 3.8. Where compensation has been agreed between the parties to be based on a percentage of Project Cost, the total cost of the project shall be adjusted to reflect Change Orders so that the Architect receives additional compensation in accordance with the Agreement when the Change Order results in an increase in total cost and a reduction in compensation when Change Orders result in a decrease in the total cost and are required to meet the budget.
- 3.9. The Architect's compensation shall be paid at the time and in the amount noted notwithstanding a delay in completion of the project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the contractor.
- 3.10. Additional Services are those not basic to every project, and are required because of unforeseen circumstances or by special request of the Client and are extra work and expense not contemplated or compensated for under paragraph 1 and are to be

performed only when specifically authorized by the Client in writing and shall be billed at Architect's hourly rate as specified on PCH Architects standard hourly rates (see Attachment "A").

4. MISCELLANEOUS PROVISIONS

4.1. ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this project and records of accounts between the Client and contractor shall be kept on a generally recognized accounting basis and shall be available to the Client or his authorized representative at mutually convenient times.

4.2. INSURANCE TO BE CARRIED BY ARCHITECT

The Architect shall carry insurance for protection front claims under Worker's Compensation Acts. The Architect shall procure and maintain professional liability insurance in the amount of \$1,000,000 for protection from claims arising out of the performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. The Architect will likewise require the consultants to carry the same insurance package. The obligation to maintain professional liability insurance coverage shall survive termination of this Addendum. The Architect is liable for the entire cost of the insurance required by this Addendum.

4.3. REPRODUCTION OF DOCUMENTS

4.3.1 The Architect shall provide, at no expense to the Client and in the number required, the preliminary plan documents, in electronic file format, for the review and approval of the Client and applicable State agencies.

4.3.2 The Architect shall provide, in electronic file format, documents for bidding and reconstruction purposes. Provision of printed set of documents will be billed at 115% of invoiced cost, the expense of which shall be borne by the Client.

4.4. OWNERSHIP OF DOCUMENTS

The plans, specifications, and estimates shall be and remain the property of the Client, pursuant to Section 39119 of the Education Code. This shall apply to completed projects and uncompleted projects in the event the contract is terminated prior to completion of a particular project and payment has been made to the architect pursuant to this agreement. In addition to the District's right to retain ownership of all plans, specifications and estimates pursuant to Education Code Section 39159, the parties agree that the District shall have the right to retain copies of drawings, plans specifications, estimates, Bid Sets, Contract Documents and other documents prepared by the Architect in connection with the Project, and the District may use any documents so retained for any purpose without further liability to the Architect.

5. TERMINATION OF AGREEMENT

This agreement shall terminate June 30, 2028, unless otherwise terminated pursuant to the provisions herein.

- 5.1. This agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if the Client should decide to abandon or indefinitely postpone the project.
- 5.2. In the event of such termination, the Client shall pay to the Architect as full payment for all services performed and all expenses incurred under this agreement an amount the sum total of which bears the same ratio to the total fee otherwise payable under this agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this agreement. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Architect. Notwithstanding any termination of this agreement or notice thereof, questions in dispute may be submitted to arbitration as provided in paragraph 6, herein.
- 5.3. The District may terminate this Agreement on 30-days' written notice to the Architect for any reason provided that the Architect is compensated for all services performed to the termination date.

6. ARBITRATION

- 6.1. Questions in dispute under this agreement may be submitted to arbitration at the election of both parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association insofar as the same are not in conflict with the laws of the State of California.
- 6.2. If either party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of his or its costs to a reasonable attorney's fee to be fixed by the court.

7. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect.

and

8. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and upon the Architect, his partners, successors, executors, and administrators. Neither this agreement, nor any monies due or to become due thereunder may be assigned by the Architect without the consent and approval of the Client.

The Client and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the CLIENT and the ARCHITECT have executed this agreement the day and year first above written.

Redlands Unified School District

By _____ Jason
Jason Hill
Deputy Superintendent,
Business Services

Date May 14, 2025

PCH Architects, Inc.

By  _____
Pedro Jaramillo
President
Principal Architect

Date April 25, 2025

ATTACHMENT "A"

PCH ARCHITECTS INC
HOURLY RATE SCHEDULE

Principals	\$350.00
Project Architects	\$275.00
Project Manager	\$250.00
Project Assistant/CAD	\$200.00
DSA Coordinator	\$190.00
Administrative	\$125.00