WILSON ARCHITECTURE, INC.
609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
Office - arcnorm@pacbell.net

PROPOSAL/AGREEMENT

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

August 6, 2019

Aaron Kerrigan, Director of Facilities & OPS
San Leandro Unified School District
14735 Juniper St
San Leandro CA 94579

RE: Relocation of (8) Portables at McKinley Elementary School

Dear Mr. Kerrigan,

We have reviewed the proposed area of work on the site for the McKinley Elementary School. We understand that we will need to submit and receive DSA approval for relocation of (8) standard relocatable buildings from on-site to be placed on a wood foundations at a temporary location at this site in preparation of construction of a new building. Based on the information received, our office will prepare the architectural site plan and electrical / data, compile modular and fire alarm plans with ours and submit to DSA for approval under the Emergency Portable program.

The District will supply as-built site drawings.

The project will require an appointment with DSA for final approval, stamp out, and processing.

Our fee for the above project will be $18,100.00, plus any additional required structural engineering (if applicable), and will include submittals and stamp out with DSA, coordination with the modular manufacturer, old drawings.

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be $900. We may pay your initial plan check submittal fee/DSA Fees as a courtesy, but this is excluded from our contract price and will be billed separately in addition to the above stated fees.

Included in our fee are the development of construction drawings for:

1. Architectural Drawings.
2. Electrical / Data Drawings.
3. Coordination with old Modular Drawings and Fire Alarm Drawings provided by the District.
4. Stamp out with DSA.

Excluded from our fee:

1. Civil Engineering.
2. Landscape Design and Working Drawings.
3. All permit fees, submittal fees, etc.
4. Topo and boundary surveys, soils reports, material testing, etc. No surveying will take place and relative grading will be handled by the District's contractor making all adjustments needed.
5. Structural Engineering.
6. Any modifications required to existing buildings or relocated buildings.
7. Fire Alarm provided by District.
8. Reimbursables.

DSA now requires that we certify that the relocated modular classroom is able to installed at your new site.

1. We must make sure the proposed building location is not in a flood zone and provide DSA with documentation stating this.

If the building or site location does not meet these requirements it will not be allowed to be moved/relocated by DSA.

The site will need a site plan review and signature by the local fire authority and may need a new hydrant, or Fire Department required access and gates. New handicapped parking, striping and access may be required. We need to know the latest revisions/modernization of existing restrooms and locations to comply with DSA/ACS approval requirements for each site, along with proposed locations of new buildings.

We will need a PTN (Project Tracking Number) as assigned by the Office of Public School Construction (OSPC). The PTN is a joint tracking number that is used by DSA, OPSC, and other government agencies. A username and password must be used to obtain the PTN from the OPSC website. **DSA will no longer accept any plans that do not have a PTN as part of the application.**

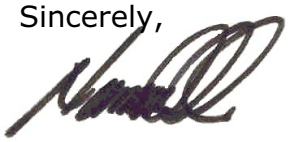
All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 10 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government

Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,



Norman E. Wilson
License #C10851

NEW:jph K:\WPData\Contracts\192257 San Leandro USD McKinley ES Temporary Portables.frm

By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

Approved
San Leandro Unified School District

August 6, 2019

Authorized Signature Date

Name and Title

Purchase Order/Internal #: _____

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609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX

Job #: 192257

CURRENT BILLING INFORMATION

Name/Address: Aaron Kerrigan, Director of Facilities & OPS
San Leandro Unified School District
14735 Juniper St
San Leandro CA 94579

REVISED BILLING INFORMATION

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	

STANDARD PROVISIONS OF AGREEMENT

The Client and Architect agree that the following provisions shall be part of their agreement.

1. The client binds itself and its, successors, and assigns to the Architect of this agreement in respect to all of the terms and conditions of this agreement. Architect, as used hereinafter in the agreement, shall be the Architect and his separate engineering consultants, if any.
2. Neither the client nor Architect shall assign his interest in this agreement without the written consent of the other which will not be unreasonably withheld.
3. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross -complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any mater whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing part shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
5. All original papers, documents, copies, and computer tapes and files thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the sole property of the Architect. Services provided within this agreement are for the exclusive use of the client for the project only. The client may retain one reproducible sets of drawings plus prints of such work for project reference only and shall not reuse documents for other projects, and shall further hold the architect harmless from use of drawings for whatever purpose.
6. The Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Architect shall not be responsible for fluctuations in cost factors, or partial or overall costs.
7. Architect does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, not is he responsible for their acts or omissions.
8. In the event that any changes are made in the plans and specifications by the client or persons other that Architect, which affects the Architect's work, any and all liability arising out of such changes is waived as against the Architect and the client assumes full responsibility for such changes unless client has given Architect prior notice and has received from Architect written consent for such changes.
9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
10. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of the Architect.
11. A late payment FINANCE CHARGE (including bookkeeping charges) will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balances commencing 30 days after the date of the original invoice. A written notice of late payment must be given to the Client notifying him of default.
12. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required the said additional work shall be paid by client as extra work.
13. Limitation of Liability: The entire and combined liability of the Architect, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Architect by the Owner for services performed hereunder, due to the limited scope of services.
14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architects and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work

is not part of Architect's basic services.

18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have been performed.
22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
    a. not less than ten (10) days' written notice of intent to terminate; and
    b. an opportunity for consultation with the terminating party prior to termination.
24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
    a. not less than fifteen (15) days' written notice of intent to terminate; and
    b. an opportunity for consultation with CLIENT prior to termination.
25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
    a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all pervious payments.
27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
    a. promptly discontinue all services affected (unless the notice directs otherwise); and
28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
    a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.