

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL SERVICES**

THIS AGREEMENT IS MADE AS OF _____, 2020 (the “Effective Date”).

BETWEEN THE CLIENT: The City of Fairfield
City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn: Caroline Vedder
E-Mail Address: cvedder@fairfield.ca.gov
Designated Client Representative Caroline Vedder

and

THE ARCHITECT: Indigo Hammond + Playle Architects LLP
a limited liability partnership
909 5th Street
Davis, CA 95616
Telephone: 530-750-0756
Attn: Bruce Playle
E-Mail Address: bplayle@indigoarch.com
Designated Representative: Bruce Playle, AIA

FOR THE FOLLOWING PROJECT: The project generally includes the construction administration services to make the Fairfield City Council Chamber (1000 Webster Street) compliant with Americans with Disabilities Act standards, as feasible within the existing building footprint and budget. The City also desires to combine additional tenant improvements with the ADA upgrade work; including deferred maintenance repairs, safety improvements, and information technology and audiovisual upgrades.

CLIENT AND ARCHITECT AGREE AS FOLLOWS:

**ARTICLE 1
RELATIONSHIP OF PARTIES; DEFINITIONS**

1.1 ARCHITECT’S SERVICES/GENERAL

1.1.1 The Architect's services consist of those services performed by the Architect and the Architect’s consultants, as enumerated in Articles 1 and 2 of this Agreement (the “Services”). For purposes of this Agreement, the term “Architect’s consultant”, or “consultant” when the context makes clear that such consultant is acting on behalf of or under the direction of the Architect, shall mean and refer to any contractor employed and utilized by the Architect to assist in providing the Services including, but not limited to, other architects and engineers.

1.1.2 The Architect's Services shall be provided in conjunction with the services of other consultants retained by the Client and the Architect. The Services shall satisfy the following criteria:

1. The Services will serve the purposes specified by the Client in this Agreement, applicable governmental requirements, and industry accepted custom;
2. The Architect shall take maintenance and repair costs into account when designing the Project to insure that such costs will be reasonable, and consistent with current

standards and industry custom and practice necessary for the efficient use of comparable municipal projects. It is incumbent upon Architect as a construction industry professional to set forth designs that are economical to build and that use standard industry assemblies, systems and components.

3. Performance of the Services, including preparation of all Construction Documents, shall meet and comply with all applicable legal requirements, including non-conflicting safety orders, local, state and federal statutes, ordinances and regulations (collectively, "Code Requirements").

1.1.3 The ultimate objective is to provide, in precise, coherent, concise and in an easy to comprehend manner, all information required for construction of the Project in accordance with the foregoing.

1.1.4 The Services shall be performed in accordance with standards of professional care consistent with that ordinarily exercised by licensed architectural firms practicing in the State of California under similar circumstances and experienced in the type of project being developed. By delivery of completed work, Architect certifies that the Services conform in all respects to the requirements of the Agreement, that they meet all non-conflicting Code Requirements, and that they have been performed in accordance with the professional standard of care for licensed architects in California.

1.1.5 Architect is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by Client relating to site, local or other conditions is not warranted or guaranteed, either expressly or implied, by Client.

Architect's responsibilities under this section shall not be delegated. Architect shall be responsible to Client for acts, errors, and/or omissions of Architect's consultants.

1.1.6 Whenever the Services require or permit review, approval, conditional approval or disapproval by Client, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Architect has complied in all respects with the requirements of the Agreement. No such review, approval, conditional approval or disapproval by Client shall relieve Architect (i) of responsibility for complying with the standard of performance or the Code Requirements; or (ii) from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Architect.

1.1.7 A Schedule of Performance of the Services is attached and incorporated into the Agreement as **Exhibit A**.

1.2 PROJECT

1.2.1 The Project Site is located at 1000 Webster Street, Fairfield, CA 94533. The facility was built in 1969, is one story high, type III-B construction, occupancy type A-3 Assembly, and does not have a fire sprinkler system.

1.2.2 The Project shall include a design process that considers the existing architectural style and compliance with the Americans with Disabilities Act (“ADA”) for the public access/exit points, the lobby, lobby restrooms, council main chamber and council dais. (“Facility Concept”).

1.2.3 As allowed by the project budget, improvements are to be prioritized and improvement documents developed for deferred maintenance, safety, information technology, and audiovisual upgrades to the chamber.

1.2.4 The requirements identified in this Section 1.2.1 through 1.2.4, inclusive, are herein after referred to as “Project Requirements.”

ARTICLE 2 SCOPE OF SERVICES

2.1 BASIC SERVICES

2.1.1 Architect's basic services (“Basic Services”) consist of those Services described in this Section 2.1, services incidental thereto, and **Exhibit A** (attached hereto).

2.1.2 Architect is familiar with the Project, the Project Site, the Facility Concept and the Client's intended use of the Project, the structures to be designed, and the amount of space needed to be devoted to the Project. The Architect shall design a Project that will meet and take these into account.

2.1.3 Client must approve, in writing, any change to the Architect's consultants retained in the performance of the Services. Client shall be entitled to reasonably object to Architect's Designated Representatives or consultants. If Client objects, Architect shall promptly replace the person or entity and resubmit an alternate to Client for approval until an acceptable alternate is submitted. No changes may be made to the Designated Representatives of Architect or its consultants without the prior written consent of Client unless such change results from the particular Designated Representative's termination of employment or disability or death , or discharge for cause of any of its consultants. In the event of a change as specified above Client shall be entitled to reasonably object to any replacement, in which case Architect shall promptly replace the Designated Representative or consultant until an acceptable Designated Representative or consultant is submitted. In addition to the primary contact designated by Architect in this Agreement, Architect shall also designate a primary contact person for each of its consultants , subject to replacement following the same process as set forth above.

2.1.4 The Basic Services shall include all meetings with Client for formal reviews and presentations during each phase of the Agreement. Architect's Basic Services also include all of the informal and unscheduled meetings required to properly coordinate Architect's services with Client's and Architect's consultants throughout all phases of the Project.

2.1.5 Meetings that are part of the Basic Services include:

2.1.5.1 Construction Administration meetings as indicated in Article 2.2.

2.1.5.2 Unless otherwise approved by City's Representative or as determined by Architect based on the meeting topic, Architect's and Client's consultants shall be present at the meetings.

2.1.5.3 Basic Services meetings identified in 2.1.5.1 include those meetings to follow up on corrections required by Client or governmental agencies; meetings with Client's consultants and any construction manager or party involved with the construction effort; and management and coordination meetings with Architect's and/or Client's consultants.

2.1.5.4 Architect will perform Construction Administration Project Site visits as needed and as requested by Client, plus all visits to correct or clarify ambiguities, conflicts, errors or omissions in the Construction Documents. The Architect shall review, stamp, and sign all documents requiring approval or for which Architect is responsible.

2.1.6 To the extent not otherwise required in this Section 2.1, Architect will coordinate and manage all of its consultants, and shall consult with Client and Client's consultants, to the extent necessary to perform and complete the Services as required by this Agreement.

2.1.7 In addition to the reviews provided in Section 2.1.5 and other meetings included as part of Basic Services, informal progress design review meetings or conference calls may be held on an as-needed basis during Construction Document and Construction Administration phases.

2.1.8 Client's authorization to proceed to the next phase will be issued in writing to Architect and can be withheld for one or more other disciplines.

2.1.9 Unless otherwise required as part of the Services to be provided outside of the Basic Services, all documents will be prepared on AutoCAD release 2010 compatible or later in accordance with the National CAD Standards (NCS).

2.1.10 Architect will make recommendations to Client regarding any investigations, surveys, tests, analyses and reports that are deemed necessary and required by Architect or any of its consultants to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project Schedule.

2.1.11 The Architect will perform and incorporate value engineering throughout all phases of its services. Value engineering will be accomplished as part of each progress submittal. Architect shall assist Client during all phases to make value determinations that affect the design itself, including methods, materials, systems and equipment to be used in the Project.

2.2 CONSTRUCTION ADMINISTRATION PHASE

2.2.1 Architect's responsibility to provide Construction Administration Phase under this Agreement will commence once building permits are issued.

2.2.2 Unless otherwise provided in this Agreement, as part of its Basic Services, Architect shall provide Administration of the Construction Contract as set forth below (including attending all necessary meetings.)

2.2.3 Architect shall be a representative of Client during the Construction Administration Phase, and shall advise and consult with Client. Architect shall have authority to act on behalf of Client only to the extent provided in the Contract Documents. Construction Administration Phase duties, responsibilities and limitations of authority of Architect shall not be restricted, modified, or extended without the written consent of Client and Architect. Consistent with the foregoing, prior to direction being given by the Architect to any the Construction Contractor, Architect shall first

advise Client of its intended advice, opinions and directions and obtain Client's prior written approval.

2.2.4 The Architect's Construction Administration services shall consist of the following, as applies:

2.2.4.1 Review all architectural and Structural shop drawings, samples, and project submittals as required, and as more fully set forth below.

2.2.4.2 Review all construction drawings, including those of subcontractors, to ensure that the related trades are coordinated with the architectural and structural, mechanical, electrical and other drawings.

2.2.4.3 Provide field observation by Architect's designated project manager as may be required for the timely progress of construction.

2.2.4.4 Answer RFI's concerning the construction drawings as required, and promptly notify Client of any field problems noted or changes required.

2.2.4.5 Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by Client and Architect in writing, to become generally familiar with the progress and quality of work and to determine in general if the Work of the Construction Contractor is proceeding in accordance with the Contract Documents (as defined in the Construction Contract). The Architect shall utilize all efforts to work effectively and cooperatively with the Construction Contractor. In the event of a dispute between the Construction Contractor and the Architect that cannot be amicably resolved, and which affects the Architect's ability to comply with the requirements of this Agreement, the Client's Representative shall meet and confer with both parties and shall decide the matter.

2.2.4.6 Prepare field observation reports of site visits within five (5) working days of the particular site visit, or sooner if such information to be transmitted is of substantial and immediate importance. The Architect shall issue reports of deficiencies and defects to the Construction Contractor and copy Client with such communications. To this end, the Architect shall inform Client of the progress, acceptability, and quality of the work completed, and shall guard the Client against defects and deficiencies in the work.

2.2.4.7 Upon completion of the Project, provide a complete Punch List (as defined in the Construction Contract) to assure the construction is completed as documented in the Construction Documents. Client and Construction Contractor will be informed, in writing, of all work to be completed as documented in the Punch List. Architect shall perform observations necessary to develop a Punch List and to close out the Project.

2.2.4.8 Review and approve the Construction Contractor's applications for payment during the course of construction and based on Architect's observations at the site. Architect shall determine the amounts owing to the Construction Contractor and shall issue a Project Certificate for Payment (as defined in the Construction Contract) in such amounts as provided in the Contract Documents.

2.2.5 The issuance of a Certificate for Payment shall constitute a representation by Architect to Client that, based on Architect's observations at the site as provided in the data comprising the Construction Contractor's Application for Payment (as defined in the Construction Contract), the

construction has progressed to the point indicated; to the best of Architect's knowledge, information and belief, the quality of construction is in accordance with the Contract Documents, subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion (as defined in the Construction Contract), to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any qualifications stated in the Project Certificate for Payment); and the Construction Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that Architect has made any examination to ascertain how or for what purpose the Construction Contractor has used the monies paid on account of the Contract Sum (as defined in the Construction Contract).

2.2.6 Architect will provide assistance to the Construction Contractor, its superintendent and subcontractors as is reasonably required to explain or interpret the drawings and Requests for Information (as defined in the Construction Contract) (RFI), in accordance with the terms of the General Conditions to the Construction Contract (as defined in the Construction Contract). Architect shall timely review all RFIs that seek clarification of ambiguities, conflicts, errors or omissions in the Construction Documents at no additional charge to Client. All such RFIs responded to by Architect will be identified and accounted for as "Non-Billable RFIs." Architect shall also review additional RFIs that do not fall under the foregoing criteria and provide telephone clarifications as necessary. Architect shall respond to all RFIs and construction change directives within five (5) working days .

2.2.7 Architect shall at all times have access to construction wherever it is in preparation or progress.

2.2.8 Architect/City Construction Manager shall have the authority to reject work that does not conform to the Contract Documents. Whenever Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, Architect will have the responsibility and authority to require additional inspection or testing of the construction in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed; provided, however, that Architect must obtain Client's prior written approval of any such special inspection or testing. This authority shall not give rise to a duty or responsibility of Architect to the Construction Contractor, its subcontractors, material and equipment suppliers, its agents or employees or other persons performing portions of the construction.

2.2.9 Architect shall review and take other appropriate action within (unless otherwise noted in writing) ten (10) working days after Architect's receipt of a submittal by the Construction Contractor (e.g., shop drawings, product data and samples) for the purpose of checking for general conformance with the Construction Documents. Client shall require the Construction Contractor to review and approve all submittals prior to submitting to Architect. Architect's actions shall be taken in accordance with the Contract Time (as defined in the Construction Contract) so as to cause no delay in the construction of the Project, while allowing sufficient time in Architect's professional judgment to permit adequate review.

2.2.10 Architect shall prepare bulletins after construction has commenced. Bulletins will provide the Construction Contractor with information relating to clarification, documentation of field changes, detailed changes, errors, omissions, and Client changes.

2.2.11 Architect shall review all Change Orders (as defined in the Construction Contract) for Client's approval and execution and shall have authority to order minor changes in the Work,

which are not inconsistent with the intent of the Contract Documents, so long as such Changes in the construction do not involve an adjustment in the Contract Sum or an extension of the Contract Time (as defined in the Construction Contract).

2.2.12 On behalf of Client, Architect shall conduct observation to advise City staff to the determination of the dates of Substantial Completion and final completion and shall issue a certificate of substantial completion. "Substantial Completion" means the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Client and Architect, the construction (or a specified part thereof) is sufficiently complete, in general accordance with the Construction Documents, so that the construction (or a specified part thereof) can be utilized for the purposes for which it is intended. If the Project is divided into multiple phases, the Construction Schedule (as defined in the Construction Contract) will be broken out by phases to show Construction Contractor's scheduling information for each phase or buildings within a phase. Substantial Completion shall be the date a certificate of substantial completion is issued as set forth above for the particular phase or building within a phase.

2.2.13 Architect shall receive and review written guarantees and related documents required by the Construction Documents to be assembled by the Construction Contractor. Architect shall assist the Construction Contractor in assembling, reviewing and submitting to Client indexed binders (3 copies) containing originals of all manuals, brochures, and drawings and warranties required for operation and maintenance of all systems and the work and shall assemble all written guarantees and warranties from the Construction Contractor and transmit the same to Client as required by the Contract Documents. Architect shall also specify and arrange with the Construction Contractor for instructional sessions with Client wherein Client's operational and maintenance personnel will be instructed in the use, operation and maintenance or mechanical, electrical and other equipment, and the maintenance and care of special finishes and other operational items.

2.2.14 Architect/City Construction Manager will interpret the requirements of the Contract Documents and convey such determination to the Construction Contractor. Architect shall render interpretations necessary for the proper execution or progress of the Work, within five (5) business days of receipt of a written request for such an interpretation. Architect shall render written decisions, within five (5) business days of receipt of all written claims, disputes and other matters in question between Client and the Construction Contractor relating to the execution of progress of the construction or the interpretation of the Contract Documents.

2.2.15 Interpretations and decisions of Architect shall be consistent with the intent of and be reasonably inferable from the Contract Documents, shall be in writing or in graphic form, and shall be made in a timely manner.

2.2.16 Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

2.2.17 Architect shall assist the Construction Contractor in obtaining for Client the temporary and final certificate of occupancy for the Project from the applicable governmental agencies, and if required by the agency, shall sign such and forward the original to the Client and copy the applicable agency.

2.2.18 Architect shall review Construction Contractor's submission of the record drawings, and all warranty and other manuals for all systems for approval prior to issuance of a Final Payment Certificate (as defined in the Construction Contract).

**ARTICLE 3
THE CLIENT'S RESPONSIBILITIES**

3.1 The Client shall furnish the Architect with the Client's objectives, overall preference, schedule, constraints and criteria, including without limitation, space and site requirements and limitations, flexibility, expendability and special considerations. The Client shall provide the following specific documents to the Architect within thirty (30) days of mutual execution of this Agreement: As-built drawings, relevant studies and reports, and any CAD files prepared by prior consultant(s).

3.2 The individual designated on the cover page of this Agreement shall be the Client's Representative to render all necessary decisions that do not require City Council approval and to review and respond to documents submitted by the Architect.

**ARTICLE 4
COMPENSATION TO ARCHITECT**

1.1 GENERAL

4.1.1 The Architect shall be paid as follows: For services performed and to be performed under this Agreement, the Client shall pay the Architect, as total and complete compensation, a not to exceed amount of \$134,336 (one hundred thirty four thousand three hundred thirty six dollars) in accordance with **Exhibit A** and hourly rates and markups in **Exhibit B**. Under no circumstances shall Architect be paid more than ninety percent (90%) of the foregoing total amount prior to Client receiving any and all final certificates of occupancy for the Project.

4.1.2 Included in the above stated not-to-exceed compensation is the Architect's reimbursement for all of its actual expenses incurred in the performance of this Agreement, including, but not limited to, costs of consultants, travel and communication services, but not including the following:

1. \$0 for reproduction as necessary for the rendition of services hereunder;
2. \$0 for courier and overnight delivery of drawings and specifications and other documents;
3. Expenses of models, renderings, presentation materials, photographs authorized in writing by the Client, that are in addition to those otherwise required to be provided in the performance of the Services.

4.1.3 Notwithstanding the foregoing, any additional expenses incurred by Architect that are not included as part of Architect's total compensation hereunder, must be approved in advance, in writing, by the Client. All approved out of pocket expenses, including those set forth in subparagraphs 1,2 and 3, of Paragraph 4.1.2, above, shall be subject to a ten percent (10%) mark up by the Architect.

4.1.4 The fees and reimbursements set forth in this Article 4 shall remain fixed throughout the term of this Agreement, and shall be billed monthly, no later than the 10th day of the subsequent month in which services were performed, by the Architect. The invoices shall show in detail the number of hours expended by each individual for each day included in the invoice. The invoice shall also show the percent complete and costs to be reimbursed. The invoice shall set forth clear and complete annotations of the services provided by the Architect. The invoice shall also set forth clear and complete descriptions of all costs incurred, and all billing for the consultants

retained by the Architect. Out of pocket reimbursable expenses shall be separately identified by date, description and cost as set forth in Section 4.1.2, and copies of receipts attached thereto.

ARTICLE 5 TERM

5.1 This term of this Agreement shall commence upon mutual execution and shall expire ninety (90) days following issuance of a final certificate of occupancy for the Project and completion of all Punch List items, and record drawing submission to City unless sooner terminated as provided herein.

5.2 Client may terminate any portion or all of this Agreement by giving ten (10) calendar days' written notice to Architect. Upon receipt of a notice of termination, Architect shall perform no further work except as specified in the notice. Before the date of termination, Architect shall deliver to Client all work produced, whether completed or not, as of the date of termination and not otherwise previously delivered. The Client shall pay Architect for services satisfactorily performed in accordance with this Agreement up to the date of termination.

5.3 The representations, covenants and warranties contained in the Agreement shall survive the complete performance of the Services, expiration and/ or earlier termination of this Agreement.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 INSURANCE

6.1.1 Architect, and each of the Architect's consultants shall procure and maintain at their own cost throughout the term of this Agreement, the following:

6.1.1.1 Workers Compensation Insurance as required by law for the protection of their respective employees during the progress of the work. The insurer shall waive its rights to subrogation against the Client, its officers, agents and employees.

6.1.1.2 Comprehensive General Liability Insurance or Commercial General Liability Insurance with policy limits not less than \$1,000,000 for each occurrence and \$4,000,000 in the aggregate for bodily injury and property damage.

6.1.1.3 Automobile Liability Insurance on a comprehensive form covering all owned, non-owned and hired automobiles providing for a combined single limit of (a) \$1,000,000 or, (b) \$1,000,000 per occurrence with \$2,000,000 aggregate for bodily injury, death and property damage; or (c) \$2,000,000 aggregate, separate for this Agreement.

6.1.1.4 Professional Liability Insurance covering errors and omissions arising out of the performance of this Agreement on an occurrence basis with a combined single limit of \$2,000,000. If coverage is written on a claims made basis, Architect shall secure from the professional liability insurer an extended discovery period endorsement for at least a three-year period.

6.1.2 Each policy of general liability and motor vehicle liability shall be endorsed to provide that the Client, its officers, agents and employees are declared to be additional insureds under the

terms of the policy, but only with respect to the work performed by Architect and its consultants under this Agreement.

6.1.3 The insurance policies maintained by Architect and its consultants shall be primary insurance and no insurance held or owned by the Client shall be called upon to cover any loss under the policy.

6.1.4 Architect shall secure the endorsements required by the Client.

6.2 INDEMNIFICATION.

6.2.1 In connection with its professional services, the Architect shall defend, hold harmless and indemnify the Client and its elected officials, officers, employees, servants, designated volunteers, and agents serving as Client officials, (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including but not limited to death or injury to any person and injury to any property, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect or any of its officers, employees, consultants, or agents in the performance of its professional services under the Agreement. The Architect shall defend the Indemnitees in any action or actions filed in connection with any such claims with counsel of Client's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

6.2.2 In connection with all claims not covered by Paragraph 6.2.1, the Architect shall defend, hold harmless and indemnify the Client, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Client's officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including but not limited to death or injury to any person and injury to any property, arising out of, pertaining to, or relating to the Architect's performance of the Agreement. Architect shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Client's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Governing Law. Unless otherwise provided, the laws of the State of California shall govern this Agreement. Any action brought for the enforcement of the provisions of this Agreement shall be brought in the Solano County, California.

7.2 Successors and Assigns. The Client and the Architect each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assignee and legal representatives of such party in respect to all covenants, agreements and obligations contained in the Agreement. This Agreement may be assigned by the Client to any lender(s) providing financing for the Project Work or to any entity that will become the owner of the Project Site. Client may elect to retain a Program Manager for the Project. If so, the Client may, without Architect's approval assign this Agreement to the Program Manager to the extent permitted by law. The Architect may not assign all or any portion of the Agreement without the prior written consent of the Client.

7.3 Entire Agreement. This Agreement, together with all attachments and exhibits, each of which are hereby incorporated by this reference, represents the entire and integrated agreement

between the Client and Architect and supersedes all prior negotiations, proposals, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Architect. This Agreement may be executed in one or more counterparts, all of which when taken together, shall constitute one Agreement. In the event of inconsistency between this document and any Exhibit or addendum hereto, the following precedence of documents shall control: 1) this document; 2) plans for quantity, 3) specifications for quality, then any addenda.

7.4 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect.

7.5 Equal Construction. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof. This Agreement shall not be construed as creating a general agency or partnership or association between the parties, and except as expressly authorized herein, neither party shall have the authority, express or implied, to bind the other.

7.6 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.7 Section Headings. The headings of the Sections and Articles of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

7.8 Notices. Any notice or instrument required to be given or delivered by law or the Agreement shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, register or certified, postage prepaid, addressed to:

Client:

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn: Ryan Panganiban

Architect:

Indigo Hammond + Playle Architects LLP
a limited liability partnership
909 5th Street
Davis, CA 95616
Telephone: 530-750-0756
Contact: Bruce Playle
E-Mail Address: bplayle@indigoarch.com
Designated Representative: Bruce Playle, AIA

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

Communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Architect and Client's representative.

7.9 Access to Records. The Client and its representatives shall be afforded access to and the right to copy all of the Architect's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement and the Project during reasonable business hours.

7.10 Attorneys' Fees. If the parties become involved in litigation with each other arising out of this Agreement or other performance thereof in which the services of an attorney or expert are reasonably required, the prevailing party shall be compensated for the cost of its participation in such proceedings, including the cost for reasonable attorneys' fees.

7.11 Independent Contractor. Architect is, and shall at all times remain as to Client, a wholly independent contractor. Architect shall have no power to incur any debt, obligation, or liability on behalf of Client or otherwise act as an agent of Client except as specifically provided in this Agreement. Neither Client nor any of its agents shall have control over the conduct of Architect or any of Architect's employees, except as set forth in this Agreement. Architect shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Client. Architect agrees to pay all required taxes on amounts paid to Architect under this Agreement, and to indemnify and hold Client harmless from any and all taxes, assessments, penalties, and interest asserted against Client by reason of the independent contractor relationship created by this Agreement. Architect shall fully comply with the workers' compensation law regarding Architect and Architect's employees. Architect agrees to indemnify and hold Client harmless from any failure of Architect to comply with applicable workers' compensation laws. Client shall have the right to offset against the amount of any fees due to Architect under this Agreement any amount due to Client from Architect as a result of Architect's failure to promptly pay to Client any reimbursement or indemnification arising under this Section 7.11.

ARTICLE 8 CONFIDENTIALITY

8.1 Confidential Nature of Information. Architect shall treat all information obtained from Client in the performance of the Agreement as confidential and proprietary to Client. Architect shall treat all records and work produced, prepared, or maintained by Architect in the performance of the Agreement as confidential.

8.2 Limitation on use and disclosure. Architect agrees that it will not use any information obtained in performing the Services for any purpose other than fulfillment of Architect's Services. Architect will not disclose any information prepared for Client, or obtained from Client or obtained as a consequence of the performance of work to any person other than Client, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by Client. Such authorization for reasonable professional promotional use by Architect shall not unreasonably be withheld.

8.3 Security plan. If requested by Client, Architect shall prepare a security plan to assure that information obtained from the Client or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Architect shall advise Client of any request for disclosure of information or of any actual or potential disclosure of information.

8.4 Survival. Architect's obligations under this Article shall survive the termination of this Agreement. If the Architect is required by any court of competent jurisdiction or legally constituted authority to disclose any Client information, prior to any disclosure thereof, the Architect shall notify the Client and shall give the Client the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

8.5 The Architect, at any time upon the request of the Client, shall immediately return and surrender to the Client, all copies of any materials, records, notices, memoranda, recordings, drawings, specifications and mock-ups and any other documents furnished by the Client or the Architect to the Architect.

8.6 The Architect shall cause all of its subcontractors, or any other person or entity performing any services or furnishing any material or equipment of the Work or Services, to agree in writing to the terms of this Article 8 and warrant and represent all items set forth above.

ARTICLE 9 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The drawings, specifications and other documents required for the completion of the work constitute instruments of professional service. Except as provided herein, all rights to intellectual property in such documents, drawings, specifications and electronic data generated in the course of providing such services shall, upon payment of amounts due Architect, be transferred and assigned to the Client, and the Client shall own and be entitled to retain copies of the Architect's drawings, specifications and other documents. The Client shall be entitled to use the drawings, specifications and documents for any purpose including, but not limited to concurrent work, future additions, alterations and renovations to any of the structure that are part of the Project. The Client agrees that it will not use the drawings, specifications and documents for any structures that are not part of the Project unless it provides appropriate compensation to the Architect. The Architect shall be permitted to retain copies of the drawings, specifications and electronic data.

ARTICLE 10 CONFLICTS OF INTERESTS

Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Architect under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Architect further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Architect shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Architect agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Architect "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Client on any matter in connection with which Architect has been retained pursuant to this Agreement.

ARTICLE 11 ARCHITECT'S EMPLOYEES

11.1. Prevailing Wages. Architect shall comply with all applicable provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Architect shall also comply with provisions of Labor Code section 1720 et seq as applicable.

11.2 Fair Employment Practices. During the performance of this Agreement, the Architect agrees as follows:

11.2.1 The Architect shall not discriminate against any employee for employment because of age, race, color, religion, sex, national origin, sexual orientation, or mental or physical disability. The Architect will ensure that applicants are employed and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, sexual orientation, or mental or physical disability. Such actions shall include, but not 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. Architect agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

11.2.2 Architect shall, in all solicitations and advertisements for employees placed by, or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, national origin, sexual orientation, or mental or physical disability.

11.2.3 Architect shall cause the foregoing subsections 11.2.1 and 11.2.2 to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

11.3 Workplace Conduct and Behavior. Architect and Architect's officers, employees, agents, and subcontractors shall comply with all federal, state and local laws, rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of Client or using Client facilities or equipment.

**“CLIENT”
City of Fairfield**

By: _____

Its: _____

"ARCHITECT"

a California limited liability partnership

By: _____

Its: _____

By: _____

Its: _____

(If Architect is a corporation, two signatures are required by law.)

EXHIBIT A



HAMMOND+PLAYLE
ARCHITECTS, LLP

Background:

This exhibit describes background, scope, and cost proposal details as part of an agreement for Extended Construction Support Services, for the Fairfield City Council Chamber Americans With Disability Act Upgrades & Modernization project. The required effort to administer the project during construction has exceeded the allowance amount, thus the need for this agreement for extended service. As background, a recap of project timeline progress and other status information in this exhibit references conditions as they were on July 31, 2020.

- Notice to Proceed NTP date: March 1, 2020
- Substantial Completion date: December 31, 2020 (substantial)
- Total allowed contract time: 306 calendar days, or 10 months
- Elapsed contract time: 154 calendar days, or 5 months, 50% of total
- Remaining contract time: 152 calendar days, or 5 months, 50% of total

Description of Scope of Services change:

The original agreement provided for Construction Administration Support Services on a time-and-materials allowance basis. The project is now at the 50% complete as measured by elapsed contract time, yet the allowance has been reached and more service will be required for a successful completion to the remaining 50% of the project. There are approximately 10 submittals yet that the contractor will be submitting for our review, an unknown number of RFI to respond to, and final inspection and close-out procedures to conduct.

Based on the calls-for-service so far during the first half of construction, the project has required average expenditures of around \$16,000/ month. Extending this for another 6 months remaining (5 months plus 1 month contingency), plus \$18,336 from this month, an additional \$114,336 may be required. Project close-out procedures are estimated at an additional \$20,000, bringing the total required amount to \$134,336. Since this is a time-and-materials contract, any of the extended service amount which remains unused at end of the project simply reverts to the City for its other uses.

Compensation to Architect:

Article 4., Compensation to Architect: This is a time-and-materials agreement with an maximum not-to-exceed allowance amount of \$134,336 as described above. Monthly billings will be per the attached Exhibit C.

Bruce Playle, Architect, AIA
Licensed Architect C 15459
INDIGO/ Hammond & Playle Architects, LLP

Caroline Vedder
City of Fairfield
date signed: _____

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE

INDIGO | HAMMOND + PLAYLE ARCHITECTS

Principal Architect	\$ 235
Architect	\$ 192
Senior Designer	\$ 170
Level 1 Designer/Drafter	\$ 135
Level 2 Designer/Drafter	\$ 125
Clerical	\$ 100

Consultants and reimbursable expenses are at 1.15x cost.

Mileage is \$ 0.58 per mile.

Rates subject to change from time to time.

PETERS ENGINEERING (MECHANICAL)

Principal Engineer	\$ 180
Senior Engineer	\$ 155
Project Manager/Engineer	\$ 130
Senior Designer	\$ 100
Designer	\$ 90
CADD	\$ 80
Clerical	\$ 65

GUIDEPOST SOLUTIONS (AUDIO VISUAL , TELECOMMUNICATIONS & SECURITY SPECIALIST)

Principal	\$ 250
Senior Project Manager	\$ 200
Project Manager/Engineer	\$ 185
Senior Designer	\$ 185
Professional Engineer	\$ 185
Technology Designer	\$ 175
Associate Project Manager	\$ 160
Drafter/Designer	\$ 125
Technical Support	\$ 115

POINT 2 STRUCTURAL ENGINEERS (STRUCTURAL ENGINEERING)

Principal	\$ 180
Structural Engineer	\$ 155
Civil Engineer	\$ 125
Draftsperson	\$ 90
Staff Engineer	\$ 105
Administrative Assistant	\$ 80

M.NEILS ENGINEERING (ELECTRICAL)

Principal Engineer	\$ 225
Senior Project Manager	\$ 195
Project Manager	\$ 180
Senior Engineer	\$ 180
Engineer	\$ 165
Senior Designer	\$ 165
Designer	\$ 140
Assistant Engineer	\$ 130
Engineering Technician	\$ 120
Senior Drafter	\$ 120
Drafter	\$ 105
Assistant Drafter	\$ 95