AGREEMENT BETWEEN LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS AND ARCHITECT

This Agreement ("Agreement") is made the 25th day of June, 2026 by and between LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS, (hereinafter "SCHOOL"), and LCA Architects, a California Corporation, which employs duly licensed practicing architects in the State of California (hereinafter "ARCHITECT").

RECITALS

WHEREAS, SCHOOL intends to construct the following school facilities located in Oakland, California, in accordance with applicable state law: _____ _____ located at 444 Hegenberger Road, Oakland California, (the "Project"); and

WHEREAS the parties intend that ARCHITECT shall perform services during the design phase and during the construction phase of the Project, if funding is available, as determined in the SCHOOL's sole discretion; and

WHEREAS, the parties have visited the Project site and have familiarized themselves with anticipated scope and ARCHITECT has conferred with the SCHOOL to familiarize itself with expected deliverables, bid approach, and design approach;

NOW, THEREFORE, SCHOOL and ARCHITECT agree as follows:

ARTICLE 1. PROJECT BUDGET

A. The Project budget shall be as set forth by SCHOOL in EXHIBIT A. ARCHITECT and its consultants shall endeavor to control the design, drawings and development so as to achieve compliance with the budget upon the initial design configuration and without subsequent need to revise and/or rebid the working drawings. ARCHITECT will exercise its professional standards of care in determining the balance between the size of the Project, the type of construction, and the quality of construction in order to achieve a satisfactory solution within the budget limitations.

ARTICLE 2. BASIC SERVICES OF ARCHITECT

A. Services of ARCHITECT. ARCHITECT promises and agrees to furnish to SCHOOL all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including EXHIBITS A and B attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by

reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by ARCHITECT shall be subject to the sole and discretionary approval of SCHOOL, which approval shall not be unreasonably withheld.

B. Project Architect; Key Personnel. ARCHITECT shall name a specific person to act as the Architect of Record and the Project Architect, subject to the approval of SCHOOL. ARCHITECT hereby designates _____ as the Architect of Record (License No. _____) and _____ to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the ARCHITECT for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with SCHOOL and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to SCHOOL's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that SCHOOL and ARCHITECT cannot agree as to the substitution of a new Project Architect, the Architect of Record will assume the tasks of Project Architect.

In addition to the Project Architect, ARCHITECT has represented to SCHOOL that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, ARCHITECT may substitute others of at least equal competence upon written approval of SCHOOL. In the event that SCHOOL and ARCHITECT cannot agree as to the substitution of key personnel, engineers or consultants, SCHOOL shall be entitled to terminate this Agreement. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner reasonably acceptable to SCHOOL, or who are determined by SCHOOL to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by ARCHITECT at the request of SCHOOL.

C. Assignments or Staff Changes. ARCHITECT shall promptly obtain written SCHOOL approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in ARCHITECT's consultants and key personnel shall be subject to approval by SCHOOL.

D. Standard of Care. ARCHITECT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California. ARCHITECT represents and maintains that it is skilled in the professional calling necessary to perform the Services. ARCHITECT states to the best of its knowledge, information and belief and after reasonable due diligence efforts that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them.

E. Qualification and License. ARCHITECT and its employees, architects, engineers, experts and other consultants retained by ARCHITECT in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

F. Performance of Employees. Any employee or consultant who is reasonably determined by the SCHOOL to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to SCHOOL, shall be promptly removed from the Project by ARCHITECT and shall not be re-employed to perform any of the Services or to work on the Project.

G. Compliance with Applicable Laws. ARCHITECT shall in accordance with its professional standard of care perform all applicable architectural and engineering services according to all applicable requirements of federal, state and local law, including, but not limited to, the Uniform Building Code, the Education Code, and regulations promulgated thereunder, and all requirements prescribed by the California Department of General Services if applicable. ARCHITECT's services shall, in accordance with its professional standard of care, conform to all applicable requirements of law, local and State, and to all requirements of all bodies formed under local or State law whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval. If the Project is subject to the jurisdiction of DSA, Architect shall be responsible to see that the completed work on the Project conforms in every material respect to Title 24 of the California Code of Regulations **("CCR")** and the Design Documents. If the Project is subject to the jurisdiction of a City or County, Architect shall be responsible to see that the completed work on the Project conforms in every material respect to Title 24 of the California Code of Regulations and the building permit issued by the City or County. Architect is in no way relieved of or excused from performing any of Architect's obligations under this Agreement by the activities of Inspector, Contractor, and/or any Approval Agency. Architect shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project. Except as required by this Agreement or Applicable Law, Architect shall not be responsible for the acts or omissions of Contractor and its subcontractors, Inspector, Testing Lab, and any other person or entity retained by any of them to perform work on the Project.

Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Architect shall comply with and ensure that the Services, the Design Documents, and the Project comply with

all laws, regulations, ordinances, and requirements that apply to the Services, the Design Documents, and/or the Project (separately and collectively referred to as **"Applicable Law"**), including but not limited to, the following:

1. All federal, California, local laws, including but not limited to, applicable provisions of the Education Code, Business and Professions Code, Government Code, and Health and Safety Code.

2. All regulations, ordinances, orders, procedures, policies, and requirements of each Approval Agency that has jurisdiction over the Project, including but not limited to, applicable provisions of Title 21 and Title 24 of the CCR.

3. If the Project is subject to the jurisdiction of DSA, the regulations, policies, Interpretation of Regulations, procedures, and requirements of DSA and the laws, regulations and requirements of the State Fire Marshall.

4. All laws and regulations applicable to access to public buildings for persons with disabilities, including but not limited to, applicable provisions of the Government Code, Health and Safety Code, and Title 24 of the CCR.

5. If the Project is "paid for in whole or in part using public funds," as that term is defined in Section 1720 of the Labor Code, all laws, regulations, procedures, and requirements of the Department of Industrial Relations **("DIR**.)

6. If this Agreement is funded with any federal funds, federal suspension and debarment regulations, including Executive Order 12549 (29 C.F.R. Part 98).

Nothing in this Agreement is to be construed to permit any Services, Design Documents, workmanship, or materials that do not comply with Applicable Law.

H. Americans with Disabilities Act. Consistent with its professional standards of care, ARCHITECT will interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). ARCHITECT shall inform SCHOOL of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide SCHOOL with its interpretation of such inconsistencies and conflicting interpretations.

Unless ARCHITECT brings such inconsistencies and conflicting interpretations to the attention of SCHOOL and requests SCHOOL's direction on how to proceed, ARCHITECT's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of ARCHITECT, and ARCHITECT shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If ARCHITECT brings such inconsistencies and conflicting interpretations to the attention of SCHOOL and requests SCHOOL's direction on

how to proceed, and SCHOOL decides not to follow the recommendations of the ARCHITECT, the SCHOOL shall be responsible for any and all outcomes stemming from SCHOOL's actions. Should SCHOOL direct ARCHITECT to proceed with required work, ARCHITECT shall be responsible to SCHOOL pursuant to the indemnification provision of this Agreement. SCHOOL acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that ARCHITECT cannot warrant or guarantee that its interpretation will be correct. ARCHITECT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

I. Prohibited Interests.

1. Solicitation. ARCHITECT maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for ARCHITECT, to solicit or secure this Agreement. Further, ARCHITECT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for ARCHITECT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SCHOOL shall have the right to rescind this Agreement without liability.

2. Conflict of Interest. For the term of this Agreement, no director, TRUSTEE, official, officer or employee of SCHOOL, during the term of his or her service with SCHOOL, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

J. Fingerprinting Requirements. Unless exempted, ARCHITECT shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the SCHOOL's pupils. ARCHITECT shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, ARCHITECT and its consultants must provide for the completion of the certification form attached hereto as EXHIBIT C and incorporated herein by reference prior to any of ARCHITECT's employees, or those of any other consultants, coming into contact with the SCHOOL's pupils.

K. Subcontracting.

1. As specified in this Agreement, ARCHITECT shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of SCHOOL. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

2. ARCHITECT, as part of the basic professional services, shall employ or contract at his expense with technicians and professionals properly skilled in the various aspects of the design and construction of facilities required, including a licensed civil engineer, licensed mechanical engineer, licensed electrical engineer, licensed structural engineer, and licensed landscape architect. SCHOOL shall be advised in writing of their selection prior to performance

of their work, and be given in writing their names and description of their assignments. ARCHITECT shall ensure that all work provided by ARCHITECT and any of its engineers or other consultants pursuant to this Agreement, including but not limited to the preparation of any plans, specifications and estimates, and observation of construction work, are in compliance with Applicable Law.

3. The compensation paid to such engineers and consultants shall be a matter between ARCHITECT and them, and SCHOOL shall not be liable either to ARCHITECT or them for such services unless special provision is made therefore either herein or by other contract.

L. Standards and Insurance. All architects, engineers, experts and other consultants hired by ARCHITECT shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by SCHOOL in writing. Unless changes are approved in writing by SCHOOL, ARCHITECT's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

ARTICLE 3. REPRODUCTION, USE AND OWNERSHIP OF DOCUMENTS

A. Copies to Be Provided by Architect

1. ARCHITECT shall provide and deliver copies of the preliminary plans and construction documents as required by any public agency in its review and/or approval of the Project at no cost to SCHOOL.

2. Unless expressly stated otherwise in this Agreement, ARCHITECT shall provide to SCHOOL six (6) copies of the Record Drawings And Specifications as defined in Article 9 of EXHIBIT A and all change orders produced under this Agreement at no additional cost to SCHOOL. ARCHITECT shall provide to SCHOOL such other copies of the documents as may be necessary for obtaining bids and for the proper conduct of the work at ARCHITECT's cost of reproductions.

B. Ownership of Documents

1. All construction documents, plans, record drawings, specifications, estimates, presentation documents, slides and models (including all computer files and/or AUTOCAD files) prepared by or for ARCHITECT or its consultants pursuant to this Agreement ("Instruments of Service"), shall be and remain the property of SCHOOL which may use them for any purpose, whether or not the Project is constructed.

2. ARCHITECT shall be deemed to be the author of the Instruments of Service and the ARCHITECT shall retain all common law, statutory and other reserved rights, including the copyright thereto, provided that the SCHOOL shall have the right to use the Instruments of Service as stated in this Agreement. This Agreement does not transfer or waive the ARCHITECT's copyrights over the Instruments of Service, provided however that after the

completion of the Project, ARCHITECT and its consultants shall not use or permit the reproduction of the Instruments of Service for any purpose without SCHOOL's written consent. However, nothing stated above will limit the ARCHITECT from utilizing pictures, images or partial plans for marketing and proposal purposes. In addition, ARCHITECT shall retain copies of all Instruments of Service on file for a minimum of eleven (11) years following completion of the Project, and shall make copies available to SCHOOL upon the payment of reasonable duplication costs. Before destroying the Instruments of Service following this retention period, ARCHITECT shall make a reasonable effort to notify SCHOOL and provide SCHOOL with the opportunity to obtain the documents.

C. Reuse of Documents.

Whether or not this Agreement is terminated, SCHOOL may reuse the Instruments of Service for the Project (including, without limitation, for the purposes of repair, maintenance, renovation, modernization, additions, alignments or other site development) or for other projects within SCHOOL, and in so doing SCHOOL is not bound to employ the services of ARCHITECT or its consultants who prepared the Instruments of Service, but instead may employ other properly licensed architects or design professionals to prepare or modify the Instruments of Service in connection with the reuse. ARCHITECT agrees to the terms of this paragraph, and by appropriate written agreement will secure the consent of its consultants to the terms of this paragraph, on the condition that if SCHOOL reuses the Instruments of Service without retaining ARCHITECT, consistent with Education Code Section 17316 SCHOOL shall indemnify and hold harmless the ARCHITECT and its original consultants and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

D. License. This Agreement creates a non-exclusive and perpetual license for SCHOOL to copy, use, modify or reuse any and all Instruments of Service and any intellectual property rights therein. ARCHITECT shall require any and all subcontractors and consultants to agree in writing that SCHOOL is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

E. Right to License. ARCHITECT represents that ARCHITECT has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Instruments of Service that ARCHITECT prepares or causes to be prepared pursuant to this Agreement. ARCHITECT shall indemnify and hold SCHOOL harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. ARCHITECT makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than ARCHITECT and provided to ARCHITECT by SCHOOL.

ARTICLE 4. ADDITIONAL SERVICES OF THE ARCHITECT

ARCHITECT shall perform the additional services ("Additional Services") described in EXHIBIT A to this Agreement only if said services are authorized in advance in writing by the SCHOOL. SCHOOL will use its best efforts to respond in a timely fashion in writing to

all requests for Additional Services. Said Additional Services shall be compensated in accordance with Article 6, regarding Architect's Compensation.

ARTICLE 5. SCHOOL'S RESPONSIBILITIES

A. SCHOOL shall provide full information as to the requirements and education program of the Project, including realistic budget limitations. SCHOOL shall notify ARCHITECT of administrative procedures required. SCHOOL shall review documents submitted by ARCHITECT and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project. No such decision shall relieve ARCHITECT of any of its obligations hereunder. SCHOOL shall issue all orders to contractors through ARCHITECT, except that notwithstanding the foregoing, stop work orders must be directed to contractors by SCHOOL itself.

B. Except as provided in the contract documents, costs of materials testing and other tests, including but not limited to soils testing, required by SCHOOL as well as fees required to secure approval of authorities having jurisdiction over the Project shall be borne by SCHOOL. SCHOOL may require ARCHITECT to pay for fees in advance and reimburse ARCHITECT at cost within thirty (30) days of receipt of proof of payment.

C. ARCHITECT has no responsibility or liability arising out of, or in connection with hazardous materials, including without limitation the identification, abatement, removal, transportation or safety procedures or precautions with respect to same. In the event any such materials are found to exist in the Project, as to the affected portion of the Project, ARCHITECT is relieved of its obligations hereunder until the matter is addressed and resolved by entities retained by SCHOOL, and proper certification evidencing the matter is appropriately resolved shall be provided to ARCHITECT. ARCHITECT's schedule shall be appropriately adjusted, and any delays in excess of ninety (90) days, individually or cumulatively, shall result in a mutually acceptable renegotiation of ARCHITECT's fees hereunder.

D. Depending upon the scope of the Project, SCHOOL shall furnish ARCHITECT with, or direct ARCHITECT to procure at SCHOOL's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information. ARCHITECT may rely upon the accuracy and sufficiency of such documents only to the extent such documents were prepared specifically for the Project by a registered surveyor or civil engineer, as to matters within his or her professional expertise.

E. SCHOOL shall designate a person to act as its representative for the performance of this Agreement ("SCHOOL's Representative"). The SCHOOL's representative shall be _____. SCHOOL's Representative shall be authorized to act as liaison between ARCHITECT and SCHOOL in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of SCHOOL for all purposes under this Agreement. Such person shall assist ARCHITECT in observing construction of the Project

and participating in the preparation of the Punch List Items required by EXHIBIT A attached hereto. Only SCHOOL may name representatives authorized to act on its behalf. SCHOOL may designate new and/or different individuals to act as SCHOOL's Representative from time to time. SCHOOL's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

ARTICLE 6. ARCHITECT'S COMPENSATION

A. ARCHITECT shall be compensated on a Fixed Fee Basis. ARCHITECT has reviewed the scope of work anticipated, familiarized itself with the site conditions, reviewed all reports and budgets associated with the PROJECT which have been provided by the SCHOOL and referenced in this Agreement including but not limited to EXHIBIT A

The fee for the Project is (insert in words and numbers) ($_____). This fee shall become payable upon completion of work in the following manner:

Schematic Design (10)%
Design Development (15)%
Construction Documents (39)%
DSA Processing (5)%
Bidding (3%)
Construction Administration (25)%
Construction Closeout/As-Builts/DSA Close with Certification (3)%

In addition to the fixed fees identified above, the following not-to-exceed fees, according to the hourly rates and consultant reimbursement rates shown in Exhibit B, shall be paid for the following services:

1. An allowance not-to-exceed five thousand dollars ($5,000) shall be used to provide professional third-party cost estimating for work identified that will be completed by the builder.

2. An allowance not-to-exceed five thousand dollars ($5,000) shall be used to provide services should a Storm Water Pollution Prevention Plan be triggered by PROJECT. Should this be triggered, ARCHITECT shall be required to develop a SWPPP meeting the requirements of the current Construction General Stormwater Permit, file Notice of Intent, provide maintenance of the SWPPP during construction, and file the Notice of Termination when appropriate.

B. Reimbursement of costs shall be paid to ARCHITECT for:

1. Reproduction of drawings and specifications in excess of the copies provided by this Agreement at actual costs.

2. Fees advanced for securing approval of authorities having jurisdiction over the Project at actual costs based on written proof of payment.

3. Other reimbursables as shown in Exhibit B

C. SCHOOL shall make progress payments to ARCHITECT within thirty (30) days of SCHOOL'S receipt of ARCHITECT'S invoice for such payment, which shall include a narrative statement of the services completed for which payment is requested and lien releases signed by ARCHITECT and its consultants in California statutory form. Should SCHOOL take exception to any invoices submitted by the Architect, SCHOOL shall notify Architect in writing within 15 days of receipt of the invoice. SCHOOL shall make final retention payment to ARCHITECT within forty-five (45) days of SCHOOL'S receipt of ARCHITECT's final retention invoice, final lien releases signed by ARCHITECT and its consultants in California statutory form, and all "as-built" plans and other deliverables to be provided by ARCHITECT to SCHOOL hereunder. SCHOOL may withhold from any payment one hundred fifty percent (150%) of any amount that it disputes in good faith provided that the SCHOOL provides the Architect with a timely written explanation as to why payment is being withheld.

D. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in EXHIBIT B attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. ARCHITECT shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by SCHOOL. If SCHOOL requires ARCHITECT to hire consultants to perform any Additional Services, ARCHITECT shall be compensated therefore at the rates and in the manner set forth in EXHIBIT B attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. SCHOOL shall have the authority to review and approve the rates of any such consultants.

ARTICLE 7. TERMINATION OF AGREEMENT

A. This Agreement may be terminated by SCHOOL or ARCHITECT upon written notice to the other parties in the event of a substantial failure of performance by any other party; or if SCHOOL should decide to abandon or postpone the Project. In the event of such termination, ARCHITECT's compensation shall be the reasonable value of the services rendered by ARCHITECT to the date of termination as agreed to by SCHOOL and ARCHITECT, less any damages, harm or inconvenience caused to SCHOOL by ARCHITECT's acts or omissions including without limitation breach of any provision of this Agreement, or as determined by a mutually agreed to, neutral third party.

B. SCHOOL reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any services or work at any phase under this Agreement, with or without cause, upon written notice to ARCHITECT.

C. ARCHITECT may request termination only if SCHOOL should substantially fail to perform its responsibilities as provided herein for a period of not less than thirty (30) days

following SCHOOL's receipt of written notice from the ARCHITECT of such failure; provided that if such failure cannot be cured in the exercise of reasonable diligence within thirty (30) days, SCHOOL shall have a reasonable period of time to cure such failure; provided further that if ARCHITECT has not been paid undisputed amounts within sixty (60) days from the date SCHOOL receives a bill for services rendered and ARCHITECT is not in default of this Agreement, ARCHITECT shall be excused from further performance under this Agreement.

D. In the event of SCHOOL's termination of the Agreement without cause, SCHOOL shall pay to ARCHITECT as full payment for all services actually performed and all expenses incurred up to the date of termination under this Agreement, less any damages caused to SCHOOL by ARCHITECT's acts or omissions, including with out limitation breach of any provision of this Agreement. In the event of termination after beginning of the construction phase, SCHOOL shall pay to ARCHITECT that portion of the payment for services rendered beginning with the construction phase. 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 progress, to complete and incomplete drawings, and to other documents delivered to SCHOOL after authorized reimbursable expenses. Notwithstanding any termination of this Agreement or notice thereof, questions in dispute may be submitted to arbitration as provided in Article 10.

E. Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, ARCHITECT shall provide to SCHOOL all preliminary studies, sketches, working drawings, specifications, computations, calculations, finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports and all other Instruments of Service to which SCHOOL would have been entitled at the completion of ARCHITECT's Services under this Agreement. Upon payment of the amount required to be paid to ARCHITECT pursuant to the termination provisions of this Agreement, SCHOOL shall have the rights, as provided in this Agreement hereinafter, to use such Instruments of Service prepared by or on behalf of ARCHITECT under this Agreement. In the event of a dispute regarding the amount of compensation to which ARCHITECT is entitled under the termination provisions of this Agreement, ARCHITECT shall provide all Instruments of Service to SCHOOL upon payment of the undisputed amount. ARCHITECT shall have no right to retain or fail to provide to SCHOOL any such documents pending resolution of the dispute. Upon receipt of all payments for services rendered up to the date of termination, ARCHITECT shall make such documents available to SCHOOL without additional compensation other than as may be approved as a reimbursable expense. ARCHITECT shall deliver all such items to SCHOOL in the form requested by SCHOOL (including electronic/CAD).

ARTICLE 8. TIME SCHEDULE

A. Schedule. ARCHITECT's services shall be performed as expeditiously as possible and consistent with professional skill and care and the orderly progress of the Project and in accordance with this schedule:

[ADD SCHEDULE ITEMS]
Submit to DSA/City/County: _____
Deliver As-Builts, and DSA Required Documents with proof of Reasonable Effort if applicable: No later than 60 days after Notice of Completion

This schedule shall include allowances for periods of time required for SCHOOL's review and for approval of submissions by authorities having jurisdiction over the Project. Schedule shall be amended only in writing signed by SCHOOL.

B. Excusable Delays. Any delays in ARCHITECT's work caused by the following shall be added to the time for completion of any obligations of ARCHITECT: (1) the actions or failure to act of SCHOOL or its employees; (2) the actions of those in direct contractual relationship with SCHOOL; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of ARCHITECT; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of ARCHITECT. Neither SCHOOL nor ARCHITECT shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

C. Request for Excusable Delay Credit. ARCHITECT shall, within ten (10) calendar days of the beginning of any excusable delay, notify SCHOOL in writing of the causes of delay. SCHOOL will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its reasonable and sole judgment, the findings of fact justify such an extension. SCHOOL's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of ARCHITECT for extensions of time shall be an extension of the performance time at no cost to SCHOOL. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should ARCHITECT make an application for an extension of time, ARCHITECT shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

D. Unexcused Delays. ARCHITECT shall be fully responsible to SCHOOL for damages to SCHOOL due to unexcused delays to the Project as specified in the indemnification provision of this Agreement. ARCHITECT shall be fully responsible to SCHOOL for any reasonable increased costs incurred by SCHOOL as a result of such unexcused delays in the design or construction of the Project.

ARTICLE 9. ACCOUNTING RECORDS OF THE ARCHITECT

A. Records of ARCHITECT's direct personnel and reimbursable expenses pertaining to the extra services of this Project and records of accounts between SCHOOL and ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to SCHOOL, or its authorized representatives, at mutually convenient times for at least three (3) years from the completion of the Project.

ARTICLE 10. MEDIATION AND ARBITRATION

A. Questions in dispute between SCHOOL and ARCHITECT under this Agreement, except for those subject to Article 21, may be submitted to mediation if both parties elect to do so.

B. Questions in dispute may also be submitted to arbitration if both parties elect to do so, whether in lieu of mediation or if the questions in dispute are not resolved after mediation. Upon such election, the arbitration shall be conducted before a single arbitrator 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. The provisions of California Code of Civil Procedure Section 1283.05 shall apply to the arbitration, and the decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

C. If either SCHOOL or ARCHITECT petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the California Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of his or its costs to reasonable attorneys' fees to be fixed by the Court.

D. ARCHITECT agrees that SCHOOL may consolidate an arbitration conducted under this Agreement with any other arbitration to which SCHOOL is a party, provided that the arbitrations to be consolidated substantially involve common questions of law or fact, or the ARCHITECT's conduct or performance of professional services is in any way relevant to the subject of the dispute.

ARTICLE 11. INSURANCE

A. Time for Compliance. ARCHITECT shall not commence Services under this Agreement until it has provided evidence satisfactory to SCHOOL that it has secured all insurance required under this Article. In the event ARCHITECT fails to provide or maintain all required insurance, SCHOOL may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

B. Minimum Requirements. ARCHITECT shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the ARCHITECT, its officials, officers, agents, representatives, employees or consultants. Such insurance shall meet at least the following minimum levels of coverage:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 7 & 8 (non-owned autos); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4)

Professional Liability: Coverage which is appropriate to the ARCHITECT's profession, or that of its consultants.

2. Minimum Limits of Insurance. Coverages shall provide limits no less than: (1) General Liability: $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than $1,000,000 per claim.

C. Protection of Drawings and Specifications. ARCHITECT shall carry $100,000 valuable papers insurance coverage against damage or loss by fire or other cause on all drawings and specifications as may be required to protect SCHOOL in the amount of its full equity in said drawings and specifications, and shall file with SCHOOL a certificate of such insurance. The cost of such insurance shall be paid by ARCHITECT, and ARCHITECT will hold SCHOOL harmless from any and all losses of all drawings and specifications.

D. Professional Liability. ARCHITECT and its consultants shall procure and maintain for the term of the Agreement and a period of three (3) years following completion of the Project error and omissions liability insurance with limits discussed in this Article, and ARCHITECT shall require its consultants to agree to provide such coverage, including the three (3) year term following completion. This insurance shall include limited contractual liability.

E. Insurance Endorsements. The insurance policies shall contain the following provisions, or ARCHITECT shall provide endorsements on forms supplied or approved by the SCHOOL to add the following provisions to the insurance policies:

1. General Liability. The general liability policy shall be endorsed to state that: (A) the SCHOOL, its directors, trustees, officials, officers, employees and consultants shall be covered as additional insureds with respect to the performance of the Agreement by ARCHITECT, its officials, officers, agents, representatives, employees or consultants, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects SCHOOL, its directors, trustees, officials, officers, employees and consultants, or if excess, shall stand in an unbroken chain of coverage excess of ARCHITECT's scheduled underlying coverage. Any insurance or self-insurance maintained by SCHOOL, its directors, trustees, officials, officers, employees and consultants shall be excess of ARCHITECT's insurance and shall not be called upon to contribute with it in any way.

2. Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the SCHOOL, its directors, trustees, officials, officers, employees and shall be

covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by ARCHITECT or for which ARCHITECT is responsible; and (B) the insurance coverage shall be primary insurance as respects SCHOOL, its directors, trustees, officials, officers, employees and consultants, or if excess, shall stand in an unbroken chain of coverage excess of ARCHITECT's scheduled underlying coverage. Any insurance or self-insurance maintained by SCHOOL, its directors, trustees, officials, officers, employees and consultants shall be excess of ARCHITECT's insurance and shall not be called upon to contribute with it in any way.

3. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against SCHOOL, its directors, trustees, officials, officers, employees and consultants for losses paid under the terms of the insurance policy which arise from work performed by ARCHITECT.

4. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SCHOOL; except that 10 days notice will be provided if cancellation is due to non-payment of premium and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to SCHOOL, its directors, trustees, officials, officers, employees and consultants.

F. Separation of Insureds; No Special Limitations. All insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to SCHOOL, its directors, trustees, officials, officers, employees and consultants.

G. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions shall not exceed five thousand dollars ($5,000). In the event any deductible or self-insured retention exceeds that amount, ARCHITECT shall provide proof of financial responsibility satisfactory to SCHOOL in its sole discretion for the difference between ARCHITECT's actual deductible or self-insured retention and the maximum amount for deductible or self-insured retention stated in this Agreement.

H. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the SCHOOL.

I. Verification of Coverage. ARCHITECT shall furnish SCHOOL with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SCHOOL. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by SCHOOL, if requested. All certificates and endorsements must be received and approved by SCHOOL before work commences. SCHOOL reserves the right to require complete, certified copies of all required insurance policies, at any time.

J. Workers' Compensation Certification. By its signature hereunder, ARCHITECT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

K. Consultant Insurance Requirements. ARCHITECT shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to SCHOOL that they have secured all insurance required under this Section. If requested by ARCHITECT, SCHOOL may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by SCHOOL, the architects, engineers, experts and other consultants shall comply with each and every provision of this Article.

ARTICLE 12. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon SCHOOL and its successors, and upon ARCHITECT, its partners, successors, executors, or assigns and administrators. Neither this Agreement, nor any part thereof, nor any monies due or to become due thereunder may be assigned by ARCHITECT without the prior written consent and approval of SCHOOL. Any such attempted assignment without prior consent and approval shall be deemed void.

ARTICLE 13. INDEMNIFICATION

A. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold SCHOOL and its trustees, officials, officers, employees and consultants and each of them (collectively referred to as "SCHOOL" for purposes of this Article 13) entirely harmless from all liability, loss, damage and expense, including, without limitation, reasonable attorney's fees and expert witness fees, for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of ARCHITECT, including, without limitation:

1. On account of any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her consultants' employees arising out of ARCHITECT's work under this Agreement; and

2. On account of any and all claims for damages, actions, reasonable attorney's fees, costs and expenses because of personal injury or death or damages to property, or other costs and charges, to the extent caused by ARCHITECT's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this Agreement, or the negligent acts, errors, and/or omissions, recklessness or willful misconduct of ARCHITECT's employees, agents, representatives, consultants, successors or assigns in the performance of their obligations as stated in this Agreement, or breach of ARCHITECT's obligations under this Agreement.

B. ARCHITECT shall defend SCHOOL from and against any and all claims in which ARCHITECT has an indemnification obligation pursuant to this Agreement, including but not limited to any claims covered under ARCHITECT's general liability, limited contractual liability or auto liability policies, with a sole exception for claims covered by ARCHITECT's professional liability policy provided in such case ARCHITECT's obligation shall be, and without limiting any other indemnification obligation of ARCHITECT, to reimburse SCHOOL for reasonable attorneys' fees and costs including expert witness fees incurred by SCHOOL in defending such actions or proceedings brought against SCHOOL to the extent caused by ARCHITECT, including ARCHITECT's employees, agents, representatives, consultants, successors or assigns, as determined after final judgment, order or other final determination whether in a court action, arbitration or other proceeding.

C. In the event that ARCHITECT has a defense obligation pursuant to this Agreement, SCHOOL and ARCHITECT shall be jointly represented by legal counsel, unless there is a conflict of interest, and ARCHITECT shall pay SCHOOL's reasonable attorneys' fees and costs as they are incurred unless they are incurred as a result of ARCHITECT's alleged professional errors or omissions and fall within the sole exception stated in subsection B, in which case ARCHITECT's obligation is governed pursuant to subsection B. SCHOOL shall be consulted regarding and approve of the selection of defense counsel. Should separate counsel be necessary for SCHOOL, as determined by SCHOOL, ARCHITECT shall be responsible to pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred, for SCHOOL legal counsel in addition to ARCHITECT's own legal fees and costs. In all circumstances, SCHOOL reserves the right to retain its own attorneys. SCHOOL's prior written consent shall be required prior to any settlement which would require SCHOOL to pay money or perform some affirmative act.

D. This obligation to defend and indemnify is intended to apply to any acts, errors and/or omissions of ARCHITECT, including his employees, agents, representatives, consultants, successors and assigns, related to the performance pursuant to this Agreement and shall survive the expiration or termination of this Agreement.

ARTICLE 14. INDEPENDENT AGENTS

The parties hereto agree that ARCHITECT, its agents, employees and consultants retained by it in the performance of this Agreement, act in an independent capacity and not as officers, employees or agents of the SCHOOL.

ARTICLE 15. CONFLICT OF INTEREST

Upon execution of this Agreement and periodically thereafter, the ARCHITECT may be required to complete and file with the SCHOOL a conflict of interest form, to be provided to the ARCHITECT by the SCHOOL.

ARTICLE 16. AGREEMENT AMENDMENTS

This Agreement may be amended only by the consent of the parties hereto in writing.

ARTICLE 17. CONFIDENTIAL INFORMATION

ARCHITECT and its employee(s) will keep any confidential information in the strictest confidence, and will not disclose it by any means to any person except with the SCHOOL's approval, and only to the extent necessary to perform the work under this Agreement or as may be required by law; provided however that ARCHITECT may use confidential information (a) for accounting and legal purposes (b) to respond to process of law, (c) to enforce this agreement or (d) to defend itself from any claims made against it. This prohibition also applies to ARCHITECT's employees, consultants, engineers, agents and subcontractors. On termination of this Agreement, ARCHITECT will promptly return any confidential information in its possession to the SCHOOL.

ARTICLE 18. RELEASE OF INFORMATION

ARCHITECT shall not make any public information release in connection with services performed under this Agreement without advance written permission of SCHOOL unless such release of information is necessary for the performance of ARCHITECT's Services under this Agreement or is required by law; provided however that ARCHITECT may use confidential information (a) for accounting and legal purposes (b) to respond to process of law, (c) to enforce this agreement or (d) to defend itself from any claims made against it.

ARTICLE 19. CLAIMS AND DISPUTES

Nothing in this Agreement nor any act of failure to act on the part of SCHOOL shall be construed as a waiver of a claim by SCHOOL for any defects or deficiencies in the drawings and specifications, or the periodic construction observations by ARCHITECT.

If ARCHITECT should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates SCHOOL to pay additional compensation to ARCHITECT or to grant an extension of time for the completion of the Agreement, or constitutes a waiver of any provision in this Agreement, ARCHITECT shall notify SCHOOL, in writing, of such claim within sixty (60) days from the date ARCHITECT has actual or constructive notice of the factual basis supporting the claim. ARCHITECT's failure to notify SCHOOL within such sixty (60) day period shall be deemed a waiver and relinquishment of the claim against SCHOOL. If such notice is given within the specified time, the procedure for its consideration shall be as stated in this Article.

All disputes referred to in the Article may be administratively resolved within thirty (30) days after the filing of the claim, by SCHOOL considering the matter and reviewing such evidence or presentations as ARCHITECT may desire to make. The decision of SCHOOL

shall be the final administrative decision; however such administrative decisions shall not limit the ARCHITECT's right to pursue legal action to resolve the claim or dispute.

ARTICLE 20. NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

A. If notice is given to SCHOOL, by personal delivery thereof to SCHOOL's Business Office, or by depositing same in United States mail, enclosed in a sealed envelope addressed to SCHOOL postage prepaid, as follows:

LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS
433 Hegenberger Road, Suite 222
Oakland, CA 94621
Email: rich.harrison@lighthousecharter.org
Attention: Rich Harrison, CEO

B. If notice is given to ARCHITECT, by personal delivery thereof to said ARCHITECT at this office at:

ARCHITECTURAL FIRM NAME
BUSINESS ADDRESS
EMAIL
ATTENTION:

or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said ARCHITECT at his regular place of business, the address of which is set out hereinabove, or at such other address as may have been established for the conduct of work under this contract, postage prepaid. Notices delivered personally to the SCHOOL's or Architect's Business Office will be deemed communicated as of actual receipt; mailed e-mailed notices will be deemed communicated as of the day of receipt of the fifth (5th) day after mailing, whichever occurs first.

ARTICLE 21. CONSTRUCTION DISPUTE

A. In the event of any construction dispute arising out of the work performed on the Project, and the ARCHITECT'S performance is put at issue in such dispute by the contractor or subcontractor(s)' claim against SCHOOL, as determined by SCHOOL, SCHOOL may require, in its sole discretion, that ARCHITECT participate as a party in such arbitration (including any trial de novo that may follow such arbitration) or in a concurrent arbitration to resolve outstanding disputes between SCHOOL and ARCHITECT, afford the parties complete relief, or avoid inconsistent results.

ARTICLE 22. INDEPENDENT CONTRACTOR STATUS**.**

Architect is an Independent Contractor, not an employee of SCHOOL. Architect's employees or subcontractors are not SCHOOL's employees. Architect and SCHOOL agree to the following rights consistent with an Independent Contactor relationship:

(a) Architect has the right to perform services for others during the term of this Agreement.

(b) Architect has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Architect's services are consistent with the responsibilities set forth herein at **Exhibit A** as dictated by SCHOOL.

(c) Architect has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

(d) Architect or Architect's employees or subcontractors shall perform the services required by this Agreement; SCHOOL shall not hire, supervise or pay any assistants to help Architect.

(e) Neither Architect nor Architect's employees or subcontractors shall receive any training from SCHOOL in the skills necessary to perform the services required by this Agreement.

(f) SCHOOL shall not require Architect or Architect's employees or subcontractors to devote full time to performing the services required by this Agreement.

(g) Neither Architect nor Architect's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of SCHOOL.

ARTICLE 23. PARTIAL INVALIDITY

If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE 24. AUDITS

This Agreement is subject to examination and audit at the request of SCHOOL or as part of any audit of SCHOOL, for a period of three (3) years after final payment under the Agreement. ARCHITECT shall cooperate with SCHOOL, including any authorized representative of the SCHOOL, regarding any such audit at no charge to SCHOOL. Reproductions requested by the SCHOOL or State or SCHOOL's Auditors shall be paid for by

the SCHOOL and ARCHITECT shall make reasonable effort to promptly provide access to applicable records for reproduction.

ARTICLE 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any counterpart.

ARTICLE 26. ORDER OF PRECEDENCE

In the event of any inconsistencies between provisions in the body of the Agreement itself and any of the exhibits attached thereto, the terms in the body of the Agreement itself shall prevail.

ARTICLE 27. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

ARTICLE 28. GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

ARTICLE 29. JURISDICTION FORUM AND VENUE

The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of Alameda. SCHOOL and ARCHITECT agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue.

ARTICLE 30. ENTIRE AGREEMENT OF THE PARTIES

This Agreement, including any duly executed amendments, contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control

and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

WHEREFORE, the parties have entered into this Agreement the date first written above.

LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS	[ARCHITECT]
By:_____	By:_____
Its: _____	Its:_____

EXHIBIT A
ARCHITECT'S SCOPE OF SERVICES

ARTICLE 1 - GENERAL REQUIREMENTS

A. Basic Services. ARCHITECT agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein. The overall responsibility of ARCHITECT during the design phase is to produce for SCHOOL complete construction documents which satisfy the SCHOOL design criteria, specifications and bidding procedures, and which will, if built according to the construction documents, yield a finished product, complete, ready and adequate for use as a school facility Architect's professional standard of care.

B. Exclusions from Basic Services. Exclusions from Basic Services are identified in Exhibit E referenced herewith and incorporated by reference.

C. Additional Services.

1. Any Additional Services shall be performed and compensated as provided in Articles 4 and 6 of the Agreement.

2. ARCHITECT shall perform the following Additional Services, which are not part of the basic services, only if said services are authorized in advance in writing by the SCHOOL:

a. Observation of repair of damage to the Project not resulting from fault of the ARCHITECT that exceeds the amount of site visits otherwise anticipated had the damage not occurred.

b. The preparation of measured drawings of pre-existing structures as authorized by the SCHOOL.

c. The additional services caused by the delinquency or insolvency of the Construction Contractor, as that term is defined in Article 4 of EXHIBIT A.

d. If directed or requested by SCHOOL, the employment of additional special consultants, the preparation of special delineation of models, and overtime work by the ARCHITECT's employees, except as otherwise required by this contract.

e. Providing contract administration services after the construction contract time has been exceeded through no fault of ARCHITECT.

f. Cost estimating services related to work that Construction Contractor proposes to self-perform.

g. In the event of any delay claims or other disputes by any contractor on the Project, ARCHITECT may be required to make a determination with respect to such claim(s).

3. Revisions and changes in approved drawings and the preparation of alternate and/or deductive change orders requested by SCHOOL are part of the basic services and not considered Additional Services, and shall be designed and anticipated during the development of design documents as long as said alternates are not excessive or unreasonable.

4. Corrections of negligent errors, conflicts, and/or omissions caused by ARCHITECT or its consultants in the work performed under this Agreement are also not considered Additional Services and such corrections shall be performed by ARCHITECT at no cost to SCHOOL.

5. In the event of any inconsistency or conflict in the Agreement as to whether a particular service is a basic service or an Additional Service, the provisions regarding basic services shall prevail and apply.

D. Cooperation and Coordination with Construction Contractor.

1. ARCHITECT understands that the Project will be constructed by a licensed contractor qualified for such work ("Construction Contractor"). Construction Contractor shall work with the ARCHITECT as necessary to provide input and recommendations related to the Project, including but not limited to project cost estimating, site use and improvements, phasing of work, selection of materials, building systems and equipment, construction feasibility including estimates of alternative designs or materials, preliminary budgets and possible economies, cost estimating services, value engineering, temporary housing needs, preliminary project schedule including a schedule for procurement of long lead items and modifications to the plans for the Project, at the direction of SCHOOL. ARCHITECT understands that it will be required to work as a team with SCHOOL, its consultants and Construction Contractor. ARCHITECT agrees to work closely with SCHOOL, its consultants and Construction Contractor and shall be available to SCHOOL, its consultants and Construction Contractor at all reasonable times. ARCHITECT shall provide Construction Contractor with access to draft and final Project documents for review. ARCHITECT shall evaluate and timely respond to any feedback or inquiries from SCHOOL, its consultants and/or Construction Contractor and correct any errors or omissions in the Project documents.

2. ARCHITECT shall provide for at minimum bi-monthly or as needed meetings between a representative of ARCHITECT, a representative or representatives of SCHOOL and a representative or representatives of Construction Contractor to discuss progress of the Project and any issues related thereto. Construction Contractor shall provide a written record of all meetings, conferences, discussions and decisions made between or among SCHOOL, ARCHITECT and Construction Contractor during all phases of the Project including

without limitation those which address any material concerns during the course of construction. ARCHITECT shall review these reports and report back to Construction Contractor any requested changes within one (1) week of presentation. In the event Construction Contractor does not attend the meeting, but SCHOOL representatives are present, ARCHITECT shall be responsible for providing meeting notes within five (5) working days of the meeting. ARCHITECT shall meet with representatives of local or State agencies as necessary.

3. ARCHITECT shall provide reasonable revisions and changes to the drawings to remain in budget and shall assist to identify and shall prepare documents supporting adequate alternate and/or deductive change orders to enable SCHOOL to gain the fullest benefit of the available budget.

E. Cooperation and Communication with SCHOOL. ARCHITECT and SCHOOL shall mutually cooperate and participate in consultations and conferences with SCHOOL's consultants, authorized representatives of SCHOOL, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the SCHOOL. Such consultations and conferences shall continue throughout the planning and construction of the Project and the Construction Contractor's warranty period. ARCHITECT shall take direction only from SCHOOL's Representative, or any other representative specifically designated by SCHOOL for this Project, including any construction manager hired by SCHOOL.

F. Cooperation with Other Consultants. ARCHITECT and other consultants retained by the SCHOOL will mutually cooperate with regard to the design, construction, or use of the Project.

G. Permits, Approvals and Authorizations. ARCHITECT, including any of its consultants, shall thoroughly familiarize itself with applicable regulations, code restrictions, street and site development requirements, service facilities, including but not limited to water and sewage and related matters to determine how these factors may affect design of the Project. ARCHITECT shall be responsible for giving notice to SCHOOL of the need of securing zoning and other permits made necessary by the contemplated placement of said work on the site, and shall provide such documents as may be required to assist SCHOOL to secure such permits. ARCHITECT shall assist SCHOOL to secure the approval of and permits from all applicable governmental agencies whose approvals are required and shall cause the necessary copies of such documents to be filed with these bodies for approval, including but not limited to, DSA or the City or County, as applicable, State Fire Marshal, County Planning Department, local Fire Marshal, County Health Department, and all applicable public utilities. ARCHITECT shall assist SCHOOL in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

H. Notification of Deviations. ARCHITECT shall promptly notify SCHOOL in writing of any deviation from the construction documents of which ARCHITECT has knowledge. However, it is understood and agreed that ARCHITECT is not responsible for the

means, methods, techniques, sequences or procedures of any construction contractors, and the construction contractors remain fully responsible for performance of their work in accordance with the construction documents.

I. Advice on Apparent Deficiencies. ARCHITECT, in accordance with his/her professional stand of care, will provide advice to SCHOOL on apparent deficiencies in construction following the acceptance of the work and prior to expiration of any general construction contract guaranty period of the Project.

ARTICLE 2 – INITIAL PLANNING PHASE

During the initial planning phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. Educational Programming. Assist SCHOOL in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

B. Project Feasibility. Provide advice and assistance to SCHOOL in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the SCHOOL. ARCHITECT will be required to provide a complete, integrated technology system that suits the design and level of use needed at the Project site and is consistent with SCHOOL technology standards. ARCHITECT will also be required to have an electrical engineer review a report of the Project site concerning electrical capacity issues.

ARTICLE 3 – SCHEMATIC PLAN PHASE

During the schematic plan phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. Approval and Revisions. SCHOOL shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by ARCHITECT, and request any necessary revisions or obtain any necessary approvals by SCHOOL's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. ARCHITECT shall make reasonable SCHOOL requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier SCHOOL direction.

B. Schematic Plans. In cooperation with SCHOOL, ARCHITECT shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot

plan development at the site, and the proposed architectural concept of the buildings. ARCHITECT shall incorporate the educational programs and the functional requirements of SCHOOL into the Schematic Plans. At ARCHITECT's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all Applicable Laws, including if relevant the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), and guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC, or the City or County, as applicable, for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by SCHOOL or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

C. Preliminary Project Budget. ARCHITECT shall review with SCHOOL the budgeted amount of the Project, tentative Project construction costs revisions, and alternative approaches to design and construction. If ARCHITECT perceives site considerations which render the Project expensive or cost prohibitive, ARCHITECT shall disclose such conditions in writing to SCHOOL and Construction Contractor. If ARCHITECT perceives that concerns have not been adequately addressed during Schematic Design processes, ARCHITECT shall provide comment in writing to SCHOOL immediately. ARCHITECT shall review and comment on a preliminary written time schedule prepared by the Construction Contractor for the performance of all construction work on the Project.

D. Copies of Schematic Plans and Other Documents. ARCHITECT, at its own expense, shall provide two (2) complete sets of the Schematic Plans described herein for SCHOOL's review and approval. Additionally, at ARCHITECT's expense, ARCHITECT shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, DSA, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any copies required by SCHOOL which ARCHITECT is not required to provide at no cost to the SCHOOL shall be provided at actual cost to SCHOOL.

ARTICLE 4 – DESIGN DEVELOPMENT PHASE

During the design development phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. Approval and Revisions. SCHOOL shall review, study, and check the Schematic Plans presented to it by ARCHITECT, and request any necessary revisions or obtain any necessary approvals by the SCHOOL's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. ARCHITECT shall make reasonable SCHOOL requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier SCHOOL direction.

B. Design Development Documents. Once SCHOOL provides ARCHITECT with specific written approval of the Schematic Plans described herein, ARCHITECT shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical, electrical and irrigation systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the SCHOOL's Governing Board for approval.

C. Copies of Design Development and Other Documents. ARCHITECT, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for SCHOOL's review and approval. Additionally, at ARCHITECT's expense, ARCHITECT shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the DSA, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any copies required by SCHOOL which ARCHITECT is not required to provide at no cost to the SCHOOL shall be provided at actual cost to SCHOOL.

D. Updated Project Budget. ARCHITECT shall use its experience with the Project to review and comment on the Construction Contractor's updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Updated Project Budget").

E. Timetable. ARCHITECT shall review and comment on a written timetable for adequate completion of the Project to SCHOOL.

F. Application for Approvals. ARCHITECT shall assist SCHOOL in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, DSA, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. ARCHITECT shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

G. ARCHITECT shall direct the Structural Engineer to select and specify the appropriate solution from the Geotechnical Report. A general reference in the construction documents for the contractors to see the Geotechnical Report is not sufficient design.

H. Color and Other Aesthetic Issues. ARCHITECT shall provide, for SCHOOL's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project. No more than three (3) color options will be allowed, and a single color board will be provided by the ARCHITECT once the color scheme is selected.

ARTICLE 5 – FINAL WORKING DRAWINGS AND SPECIFICATIONS

During the final working drawings and specifications phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. Approval and Revisions. SCHOOL shall review, study, and check the Design Development Documents presented to it by ARCHITECT, and request any necessary revisions or obtain any necessary approvals by the SCHOOL's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. ARCHITECT shall make reasonable SCHOOL requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier SCHOOL direction.

B. Final Working Drawings and Specifications. Once SCHOOL provides ARCHITECT with specific written approval of the Design Development Documents described herein, ARCHITECT shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by SCHOOL. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and (4) all landscaping and irrigation. SCHOOL may be requested to supply ARCHITECT with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in SCHOOL's possession. ARCHITECT will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. SCHOOL shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to ARCHITECT which may not be shown on the existing record drawings. ARCHITECT shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by ARCHITECT, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

C. Form. The Final Working Drawings and Specifications must be in such form as will enable ARCHITECT and SCHOOL to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable SCHOOL to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. ARCHITECT shall work with the CONSTRUCTION CONTRACTOR to determine the makeup of the bid documents and shall provide documents that will suite CONSTRUCTION CONTRACTOR's approach to bidding the Project. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on

standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by ARCHITECT.

D. Approval and Revisions. SCHOOL and CONSTRUCTION CONTRACTOR shall review, study, and check the Final Working Drawings and Specifications presented to it by ARCHITECT, and request any necessary revisions or obtain any necessary approvals by SCHOOL's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, DSA, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. ARCHITECT shall make reasonable SCHOOL- and CONSTRUCTION CONTRACTOR-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier SCHOOL direction or ARCHITECT's professional judgment. ARCHITECT shall bring any such conflicts and/or inconsistencies to the attention of SCHOOL. The parties agree that ARCHITECT, and not SCHOOL, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, CONSTRUCTION CONTRACTOR will conduct one or more constructability review processes with the Final Working Drawings and Specifications. ARCHITECT shall make all SCHOOL-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to SCHOOL, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier SCHOOL direction or ARCHITECT's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior SCHOOL direction, ARCHITECT shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement as long as any additional compensation is approved in writing in advance.

E. Copies of Final Working Drawings and Specifications and Other Documents. ARCHITECT, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for SCHOOL's review and approval. ARCHITECT shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, DSA, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies, at ARCHITECT's expense. Any additional copies required by SCHOOL and not otherwise required to be provided by ARCHITECT at no charge to the SCHOOL shall be provided at actual cost to SCHOOL.

ARTICLE 6 – CONSTRUCTION CONTRACT DOCUMENTS

During the construction contract documents phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. ARCHITECT shall assist Construction Contractor to prepare necessary bidding information, general conditions of the contract, and supplementary general conditions of the

contract, and shall assist the Construction Contractor and SCHOOL in the drafting of necessary proposals and contract forms.

B. ARCHITECT shall in accordance with its professional standard of care, prepare construction documents in full compliance with applicable building codes, ordinances, and other regulatory authorities and the requirements of utility companies and fire underwriters. Standards which ARCHITECT shall comply with include: California Code of Regulations, Title 8 (Industrial Relations), Title 17 (Public Health), Title 19 (Public Safety), Title 21 (Public Works), and Title 24 (Building Standards), and other codes, ordinances, and standards applicable by law. SCHOOL's approval of ARCHITECT'S services and documents shall not constitute approval for such purposes.

C. ARCHITECT shall consult with and cooperate with SCHOOL's staff and Construction Contractor in the use and selection of manufactured items to be used in the Project. ARCHITECT shall follow SCHOOL standards for construction incorporated herewith by reference. Deviation from SCHOOL standards shall be discussed and documented in the Project Meeting Notes in advance of incorporating non-SCHOOL standard items. Manufactured items, including, but not limited to, paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to the SCHOOL's criteria so long as the same does not materially interfere with building design.

D. ARCHITECT, Construction Contractor and any consultants retained by SCHOOL will mutually cooperate with regard to design, construction or use of the Project.

E. In addition to Construction Contractor, ARCHITECT shall cooperate with the consultant(s) who are hired by SCHOOL, including those hired to:

(1) Perform "initial studies" as necessary to determine application of the provisions of the California Environmental Quality Act.

(2) Advise SCHOOL whether any project designed under this Agreement may have a significant effect on the environment and the nature of such effect, if any, so as to permit SCHOOL to take action required by that Act. ARCHITECT shall cooperate with SCHOOL'S consultant(s), as requested, as the SCHOOL'S consultant(s) prepare and cause to be filed such notices and reports as SCHOOL determines are necessary.

F. Bid and Contract Documents. If so required by SCHOOL, ARCHITECT shall assist SCHOOL in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by SCHOOL), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by SCHOOL, bidding requirements and sample forms), Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local

laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of SCHOOL and SCHOOL's legal counsel.

G. Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), ARCHITECT shall review and comment on the Construction Contractor's final estimate of probable construction cost ("Final Estimate/Preliminary Guaranteed Maximum Price (GMP)"). As stated above, it shall be the ARCHITECT's duty to design the Project within budget.

ARTICLE 7 – BID PHASE

During the bid phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. Reproducible Construction Documents. Once SCHOOL provides ARCHITECT with specific written approval of the Construction Documents and Final Estimate, ARCHITECT shall provide to SCHOOL one set of reproducible Construction Documents.

ARTICLE 8 – CONSTRUCTION PHASE

During the construction phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. ARCHITECT shall reproduce six sets of the contract documents for SCHOOL at no charge to SCHOOL; and shall assist the SCHOOL in the process of obtaining proposals from contractors and in awarding the construction contracts.

B. ARCHITECT'S relationship and authority with regard to Construction Contractor or contractors performing work on the Project shall be as defined in this sub-article and the construction contract entered into between SCHOOL and any Construction Contractor or contractors engaged in the performance of the Project shall contain the following language or equivalent:

> "The following subsections a. through c. shall apply at the SCHOOL's sole discretion and option:
>
> a. The ARCHITECT shall observe the progress and quality of the work on behalf of the SCHOOL. The ARCHITECT shall have the authority to act on behalf of SCHOOL only to the extent expressly provided in the contract documents.
>
> b. The ARCHITECT shall be, in the first instance, the judge of the performance of this contract. The ARCHITECT shall side neither with the SCHOOL nor with the Construction

Contractor, but shall use the powers under the contract to enforce its faithful performance by both.

c. The ARCHITECT shall, within a reasonable time, make decisions on all claims of the SCHOOL or Construction Contractor and on all other matters relating to the execution and progress of the work in accordance with this Agreement and any construction contract for the Project design prepared by ARCHITECT including, but not limited to, verification of progress on the Project and recommending payments to the Construction Contractor."

C. ARCHITECT will endeavor to secure compliance by all contractors on the job with the contract requirements, and if he is unable to obtain such compliance, ARCHITECT shall so inform the SCHOOL in writing so that it may take necessary steps to obtain compliance. ARCHITECT agrees to promptly notify SCHOOL in writing of any disputes with contractors, subcontractors and/or consultants.

D. ARCHITECT shall provide technical direction to a Project inspector employed by and responsible to SCHOOL as required by applicable law. SCHOOL shall require the Construction Contractor in the Project specifications to prepare a complete and accurate marked set of reproduced full drawings indicating variations from the plans and specifications, and dimensional location of buried utility lines (as-built plans) and shall forward them to ARCHITECT for review upon completion of the Project. Notwithstanding ARCHITECT's review, Construction Contractor remains responsible for the preparation, accuracy and completeness of the as-built plans. ARCHITECT shall meet with the Construction Contractor and Project inspector at least weekly during the performance of any underground work to observe and discuss such work.

E. ARCHITECT shall provide construction administration services, including periodic observation at the site as deemed necessary by ARCHITECT or by SCHOOL, which observation is distinguished from the continuous personal inspection of the Project inspector, and as required to familiarize ARCHITECT generally with the progress and quality of the work and to determine if such work is proceeding generally in accordance with the approved working drawings and specifications and other construction documents; make regular reports as may be required by applicable public agencies; keep SCHOOL informed of the progress of construction; check and review schedules, shop drawings and submittals for compliance with design; review substitution of materials, equipment and the laboratory reports thereof as may be authorized by the construction contract; respond to requests for information in the time and manner needed to maintain compliance with SCHOOL's construction schedule; prepare change orders for written approval of SCHOOL; examine and recommend contractors' applications for payment; issue certificates for payment in amounts approved by the SCHOOL; provide a color schedule for all materials in the Project for SCHOOL's review and approval; on the basis of such onsite observations and consistent with its professional standard of care, endeavor to protect SCHOOL against deficiencies in the work of SCHOOL's contractor; provide the observations called for in the Agreement; determine date of substantial completion; make final observation of the Project; review and approve the package of written guarantees, instruction books, diagrams and charts

required of the contractors; and issue the Architect's certificates of completion and final certificate for payment. ARCHITECT shall immediately notify SCHOOL in a timely manner if, in the opinion of the ARCHITECT, Project inspector appears to be failing is his/her responsibilities.

F. Observation.

1. The Project ARCHITECT shall observe work executed from the Final Working Drawings and Specifications in person, provided that SCHOOL may, in its discretion, consent to such observation by another competent representative of ARCHITECT. Such observation shall be in person by ARCHITECT unless on written request SCHOOL consents to observation by the competent representative of ARCHITECT, but in any event ARCHITECT shall be in responsible charge thereof. Such observation shall include the preparation of all documents required to be prepared by ARCHITECT by this Agreement, the construction documents or Applicable Law.

2. ARCHITECT shall observe the construction at least once a week. ARCHITECT shall prepare and submit to SCHOOL a weekly written report that shall include items which are noted as requiring action or correction and all decisions concerning interpretations of the contract documents. ARCHITECT's consultants shall observe the construction as needed during their phase of the work, and shall prepare a separate report for each visit similar to ARCHITECT'S weekly written report.

3. Any observation considered necessary by SCHOOL shall be provided reasonably promptly when requested. The observation of ARCHITECT and his consultants shall be in addition to, and coordinated with, inspection provided by SCHOOL.

4. ARCHITECT shall provide the following minimum observations to be performed by engineers and other consultants employed by or under contract with ARCHITECT:

a. Civil Engineer. In addition to the observation work noted above, provide field services, as follows:

(1) Determine that grade staking and survey layout is being done by a licensed civil engineer prior to start of grading or installation of below grade work, for conformance with the construction documents.

(2) During the course of construction of underground utilities including storm drains, periodically observe for conformance with the construction documents.

(3) Periodically observe grading and paving operations and review and comment on conformance with the construction documents.

(4) Review any and all "correction list" work and make action recommendations.

b. Electrical Engineer. In addition to the observation work noted above, provide field services as follows:

(1) After completion of the framing and prior to the enclosing of the work, make a visual observation to see that this portion of the work is installed in accordance with the construction documents, trade standards of workmanship, and codes.

(2) At the time of completion and prior to SCHOOL final inspection, or at the appropriate time prior to final inspection, where applicable:

(i) Verify that all stress cones are installed properly.

(ii) Verify that circuits are connected in accordance with plans and schedules. (It is assumed by the SCHOOL that this will produce a reasonably balanced system.)

(iii) Verify that voltages at all transformers and at all electric motors over ¼ h.p. have been checked.

(iv) Verify that a load check for all connected equipment and lighting has been run.

(v) Verify that a ground and short check on the signal system has been performed.

(vi) Verify that all electrical equipment is operating properly.

(vii) Verify that the installations are made in accordance with the construction documents, trade standards of workmanship, and codes.

(viii) Review any and all "correction list" work and make action recommendations.

c. Mechanical Engineer. In addition to the observation work noted above, provide field services as follows:

(1) After completion of framing and prior to the enclosing of the ductwork, etc., or as required by the individual design, verify that all items are installed in accordance with the construction documents,

(2) During the course of construction of sewer and water lines, periodically observe for conformance with the construction documents,

(3) At the time of completion and prior to SCHOOL final inspection, or at the appropriate time prior to final inspection where applicable:

(i) Verify that the observable installations are in accordance with the construction documents,

(ii) Verify that the Contractor has certified all equipment operates properly

(iii) Verify that the Contractor has certified heating, ventilating and air-conditioning systems are adequate and properly balanced.

(iv) As soon as available, and prior to SCHOOL final inspection, check to see that all operating and maintenance manuals are correct, and forward them to the ARCHITECT for transmittal to the SCHOOL Construction Office. Verify the Contractor has certified control diagrams mounted by heating equipment and piping diagram of complete plant are correct. Verify that the Contractor has certified that as-built control diagrams and piping diagrams are all in agreement.

(v) Review Maintenance (including Mechanical/Plumbing) "correction list" work and make action recommendations.

d. Landscape Architect: In addition to observation work noted above, provide field services, as follows:

(1) During the course of installing below grade irrigation system and soil preparation for planting, periodically observe the work for conformance with the construction documents.

(2) Review and approve all plant materials when delivered to the site prior to planting.

(3) Observe and approve coverage tests of the total irrigation system in coordination with SCHOOL inspector and supervisor of Grounds.

(4) Review "correction list" works and make action recommendations.

e. Engineers and Other Consultants.

(1) At the completion of the construction project, the civil, mechanical and electrical engineer of record and the landscape architect, shall submit signed letter statements summarizing their observation activity and verifying that checking, as specifically requested, has been performed. These statements are to be directed to SCHOOL, through ARCHITECT.

(2) During the warranty period and one month prior to the expiration of the one year guarantee, ARCHITECT and the civil, mechanical, electrical engineers, and landscape

architect shall review the work and make action recommendations for any required correction at no additional charge to SCHOOL.

(Terms such as "warrant", "verify, "confirm", "assure", or the like, do not constitute a guarantee, but rather a representation based upon the ARCHITECT's or engineer's professional opinions or judgment).

G. Pre-Construction Meeting. ARCHITECT shall conduct one or more pre-construction meetings, as SCHOOL determines is needed for the Project, with all interested parties.

H. Site Visits of Contractor's Work. ARCHITECT shall conduct site visits to observe contractors' work for general conformance with the construction documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, but in no event less than weekly.

I. Site Visits of Inspector's Work. ARCHITECT shall conduct site visits to communicate and observe the activities of the Project contractors and Project Inspector. Such site visits shall be conducted as often as is mutually acceptable to ARCHITECT and SCHOOL. ARCHITECT shall direct the Project inspectors and the Project contractors, and shall observe the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

J. Coordination of ARCHITECT's Consultants. ARCHITECT shall cause all architects, engineers and other consultants, as may be hired by ARCHITECT or SCHOOL, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the construction documents.

K. Reports. ARCHITECT shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, as applicable, including but not limited to, the State Department of Education, DSA, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

L. Construction Meetings; Minutes. ARCHITECT shall attend all construction meetings. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to SCHOOL's sole discretion, but no less than the minimum frequency required by this Agreement. Construction Contractor shall provide the meeting notes and ARCHITECT shall review and comment on the meeting notes within 3 days of receipt.

M. Written Reports. ARCHITECT shall make written reports to SCHOOL, at least monthly, to inform SCHOOL of problems arising during construction, changes contemplated as a result of each such problem, and the progress of the Project work. ARCHITECT shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees,

or of any other persons or entities performing or supplying portions of the work which were not employed or hired by ARCHITECT. Construction Contractor shall not be relieved of its obligation to perform the work in accordance with the contract documents either by activities or duties of ARCHITECT, or by tests, inspections or approvals required or performed by persons other than the contractor.

N. Written Records. ARCHITECT shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and SCHOOL of any deviations from the time schedule which could delay timely completion of the Project.

O. Material and Test Reports. ARCHITECT shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, ARCHITECT shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors including Construction Contractor, SCHOOL and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, DSA, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

P. Review and Response to Submissions. ARCHITECT shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the construction documents. ARCHITECT's review and response is expected to be completed within five (5) days or less after receipt, but shall be completed no later than fourteen (14) days or less, to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

Q. Rejection of Work. ARCHITECT shall promptly reject, as discussed with SCHOOL, work or materials which do not conform to the construction documents. ARCHITECT shall immediately notify the SCHOOL and Construction Contractor of such rejections. ARCHITECT shall also have the authority to recommend to SCHOOL that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

R. Substitutions. ARCHITECT shall consult with SCHOOL, in a timely manner (within ten (10) days or less), with regard to substitution of materials, equipment and laboratory reports thereof, prior to the SCHOOL's final written approval of such substitutions. ARCHITECT's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

S. Revised Documents and Drawings. ARCHITECT shall prepare, at no additional expense to SCHOOL, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

T. Change Requests and Material Changes. Change orders shall be processed as follows:

1. ARCHITECT shall advise SCHOOL in writing of any material change, or changes, necessary in the plans and specifications of the Project, and shall not order the CONSTRUCTION CONTRACTOR to make any changes affecting the timeframes for completion or Project costs without written approval of SCHOOL's Deputy Superintendent first having been secured, pursuant to the terms of the contract documents. ARCHITECT may authorize "field order changes" which do not require an extension of the timeframes for completion of the Project and which do not require an increase in the Project cost.

2. Change orders submitted to SCHOOL shall include (A) Three (3) copies of the change order with original signatures by ARCHITECT and CONSTRUCTION CONTRACTOR and, if required structural engineer and/or construction manager; and (B) Sufficient prints of all material referenced in the change order as requested by SCHOOL.

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3. At the discretion of or where necessary as determined by SCHOOL, SCHOOL will ask for the approval of the Board of Trustees and of the Division of the State Architect, and notify the Contractor to proceed with approved change.

U. Applications for Payment. ARCHITECT shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector or the SCHOOL's Representative, based on the ARCHITECT's observations at the site. The issuance of a certificate for payment shall not be a representation that the ARCHITECT has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

V. Final Color and Product Selection. ARCHITECT shall coordinate final color and product selection with SCHOOL's original design concept.

W. Substantial Completion. ARCHITECT shall determine the date of substantial completion, in consultation with the SCHOOL.

X. Punch List. After determining that the Project is substantially complete, ARCHITECT shall participate in the inspection by the Project Inspector of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). ARCHITECT shall notify contractor in writing that all Punch List Items must be

corrected prior to final acceptance of the Project and final payment. ARCHITECT shall also notify SCHOOL of all Punch List Items.

Y. Warranties. ARCHITECT shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. ARCHITECT shall coordinate and provide these materials to SCHOOL.

Z. Certificate of Completion. ARCHITECT shall participate in any further inspections of the Project necessary to issue ARCHITECT's Certificate of Completion and final certificate for payment.

AA. Documents for Project Close-Out. ARCHITECT shall cause all other architects, engineers and other consultants, as may be hired by ARCHITECT, to file any and all required documentation with the SCHOOL or other governmental authorities necessary to close out the Project. ARCHITECT shall obtain copies of all required documents and shall be responsible to provide SCHOOL with a CDRom containing same. ARCHITECT shall assist the SCHOOL in obtaining such documentation from all other architects, engineers, or other consultants.

ARTICLE 8 – RECORD DRAWINGS

During the record drawings phase of the Project, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. Record Drawings and Specifications. Concurrent with determining the date for substantial completion of the Project, the SCHOOL shall obtain from the Construction Contractor final as-built marked up documents with the review signature of the Project Inspector to the Architect. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, ARCHITECT shall review and forward the Final Working Drawings and Specifications, including the original drawings and structural and all other engineering calculations, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). All addenda and change orders shall be incorporated, inclusive of DSA approvals as appropriate, in these documents. The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. ARCHITECT shall personally review that the Record Drawings and Specifications, including "as-built plans," to determine based on Architect's periodic observations of the work that the documents are generally a correct representation of the information supplied to ARCHITECT by the Project Inspector and the contractor. The SCHOOL shall obtain certifications from the Project Inspector and the Construction Contractor that the drawings are correct and the Architect will be able to use the information provided. ARCHITECT shall initiate any required corrective action in accordance with the contract documents.

B. Approval. Once SCHOOL provides ARCHITECT with specific written approval of the Record Drawings and Specifications, ARCHITECT shall forward to SCHOOL the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail. ARCHITECT shall have as-built information transferred to SCHOOL's CAD file in a format acceptable to the SCHOOL. ARCHITECT shall provide a project record of all documents and emails in electronic format. Documents created in MSWord, MSProject, or any version of CAD or its equivalent, shall be provided in their original formats. Email and other records may be in.pdf format. CAD drawings shall also be provided in .dwf format. ARCHITECT shall provide SCHOOL with (6) copies of the Record Drawings and Specifications produced under this Agreement at no cost to the SCHOOL.

C. Documents for Final Payment. Prior to the receipt of ARCHITECT's final payment, ARCHITECT shall forward to SCHOOL all of the following: (1) one clear and legible set of reproductions of the computations and structural calculations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; (5) ARCHITECT's Certificate of Completion; and (6) CD Rom of all DSA Required Documents. Final payment to ARCHITECT for Project Closeout Phase shall be contingent upon receipt of a copy of all DSA required documents and DSA close with compliance letter. Should ARCHITECT find, despite documented best efforts, that ARCHITECT is unable to obtain final documents and DSA closure with compliance through no fault of ARCHITECT, ARCHITECT may petition SCHOOL to release final payment. Once SCHOOL has determined that ARCHITECT has provided due diligence in their attempt to close the project with compliance, and has received copies of all available documents and the lack of closeout with compliance is not the fault of the ARCHITECT, SCHOOL shall release final payment to ARCHITECT.

ARTICLE 9 – WARRANTY PERIOD

During the warranty period phase of the Project, which shall be one (1) year, ARCHITECT shall do all of the following, as well as any incidental services thereto:

A. Advice. ARCHITECT shall provide advice to SCHOOL on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT B
ALLOWANCES, ADDITIONAL SERVICES AND REIMBURSABLES

Allowances and Additional Services shall be computed at the actual hourly rates, as provided below. No additional services shall be paid unless approved in advance according to contract requirements. Additional services may also be negotiated as lump sum, or not-to-exceed, as may be determined in the best interest of the PROJECT.

1. Hourly Compensation Rates for Additional Services and Allowance Work

Principal Architect	$XXX
Project Architect	$XXX
Intern Architect	$XXX
Professional Engineer (Civil)	$XXX
Professional Engineer (Structural)	$XXX
Professional Engineer (Mechanical)	$XXX
Professional Engineer (Electrical)	$XXX
Professional Engineer (Kitchen)	$XXX
CAD Technician	$XXX

These rates shall remain in effect for the duration of services under this contract as long as the schedule is not extended beyond 12 months of the originally contracted schedule. Should the PROJECT schedule be extended beyond 12 months of that originally contracted, the hourly rates above may be adjusted according to reasonable cost of living increases or decreases by amendment to this contract.

2. Reimbursable Expenses

Fees, including DSA and local authorities if paid by ARCHITECT shall be reimbursed at cost without markup within 30 days of proof of expense. If reimbursement exceeds 30 days, reasonable interest shall apply.

Express mail/delivery, if paid by ARCHITECT shall be reimbursed at cost without markup within 30 days of proof of expense. If reimbursement exceeds 30 days, reasonable interest shall apply.

Additional printing, exceeding items specifically required herein and requested in writing by the SCHOOL shall be reimbursed at cost.

3. Additional Consultants.

If SCHOOL requires ARCHITECT to hire consultants to perform any Additional Services, or Allowance work, ARCHITECT shall be compensated therefore at the consultant's actual hourly rates. SCHOOL shall have the authority to review and approve the rates of any such consultants.

EXHIBIT C
CONTRACTOR FINGERPRINTING REQUIREMENTS

Architect Certification

With respect to the Agreement dated [ADD] by and between Lighthouse Community Public Schools ("SCHOOL") and **[INSERT ARCHITECT'S NAME]** ("Architect") for the provision of architectural services, Architect hereby certifies to the SCHOOL's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with SCHOOL pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____
Contractor's Representative Date

Architect Exemption

Pursuant to Education Code section 45125.1, the Lighthouse Community Public Schools ("SCHOOL") has determined that **[INSERT ARCHITECT'S NAME]** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the SCHOOL and Architect ("Agreement") because:

☐ The Architect's employees will have limited contact with SCHOOL students during the course of the Agreement; or

☐ Emergency or exceptional circumstances exist.

_____ _____
SCHOOL Official Date

EXHIBIT D
CONSTRUCTION CONTRACTOR PRECONSTRUCTION CONTRACT

[If Applicable]

EXHIBIT E
PROJECT SPECIFIC ASSUMPTIONS AND DETAILS OF SERVICE