

AGREEMENT FOR ARCHITECTURAL SERVICES

CLIENT: Children's Day School
Attn: Shelly Luke Wille, Head of School
333 Dolores Street
San Francisco, CA 94110-1006

ARCHITECT: Jensen Architects Inc.
833 Market Street, 7th Floor
San Francisco, CA 94103-1827

PROJECT: **Children's Day School - 2019 Master Planning**

DATE: February 13, 2019

1.0 PROJECT SCOPE AND DESCRIPTION

1.1 Existing Conditions

The Project sites are positioned at various locations and buildings around the CDS San Francisco campus.

1.2 Project History

The Architects have done work previously for the school at some of the project sites and have certain but limited existing drawings to work from including campus planning and feasibility studies, this phase is intended to build upon that work.

1.3 Project Description (The Project)

The scope of the Project covered by this Agreement is a high-level Programming and Master Planning Phase. This phase includes a series of tasks that facilitates a process beyond data gathering, analysis, and stakeholder engagement and towards design vision and aspirational form. The overarching goal will be to translate ideas about pedagogy into a physical and tangible vision for the campus's future development. The Master Plan study will run concurrently with the school's Mission Statement update process and integrate its outcome. The specific results will inspire the CDS community, producing the prerequisite tools to envision great spaces and places for learning and build internal community.

2.0 SCOPE OF ARCHITECT'S BASIC SERVICES

The Architect's Basic Services for the Project are encompassed in the following three tasks, as further described below.

Task I QUALITATIVE PROGRAMMING (VISION SESSIONS)

The goal of this task is to both identify design criteria and begin to identify specific innovative design strategies that respond to the pedagogy and unique attributes of CDS. Work during this task will include:

Assemble of engaged and enthusiastic faculty, staff, students, and other stakeholders to participate in interactive and iterative design discussions. Groups would likely include department heads or other key personnel.

Coordinate group discussions and brainstorming to envision the evolution of the campus. Question premises and explore ideas about space, adjacency, and time. Speculate about the possibilities of education, digital life, making, and outdoor space. Scope of discussion will include academic, administrative, and other spaces of the school.

Building on information about successes and challenges of current allotment of spaces; identify new potential space types, innovative adjacencies, a future campus development goals.

Deliverables: Preparation and Discussion, 1-2 meetings, meeting documentation (notes and diagrams)

Task II QUANTITATIVE PROGRAMMING (SPACE NEEDS ANALYSIS)

This task includes high-level conventional programming and space needs inventory. Process will include staff, faculty, student, and other stakeholder interviews. Space needs summary will include specific types, sizes, properties, and quantities for both current and projected needs. In addition to space needs, this task will also consider the school's unique set of daily uses, special events, meetings, assembly, and performances throughout the year. Areas of focus may include Library, Learning Commons, Maker's Space, Preschool, Boys & Girls Club, the Farm and other Outdoor Spaces.

Deliverables: Program Summary Report, 2-3 meetings, workshops, or interviews

Task III SITE PLANNING & PHYSICAL MASTER PLAN

This task will look at general approaches to distribution of buildings, spaces and programs on available real estate. The focus of this investigation will be on massing, outdoor space, and use schemes in response to program requirements, urban design principles, site qualities, zoning requirements, landscape and open space use, neighborhood context, and campus mobility and connectivity.

A key focus of this task will be on careful preservation of available open space on the site. This work will incorporate past site studies and current school priorities.

Based on the synthesis of information gathered from stakeholders, as well as the work done previously, the Architect will prepare a series of master planning diagrams and plans showing the following:

- Use allocation across available parcels
- Existing and proposed use of existing spaces and facilities
- Diagrams documenting area transit, campus mobility, security, and allowable zoning
- Proposed type, use, and configuration of new construction and massing
- Open space and Farm preservation/expansion strategy
- Integration with surrounding streetscape, transit, and neighborhood
- Partnering opportunities and expansion space at Boys & Girls Club Building
- Phasing, execution timeline, and fundraising strategies

Deliverables: Diagrams, Concept Plans, CAD models, 2-3 meetings, workshops, or interviews

3.0 EXCLUSIONS TO SCOPE OF SERVICES

3.1 Consultant Services

The Architect's Basic Services do not include retaining any other design or engineering Consultants. The Architect will advise the Client of Consultants that are required for the Project and discuss with the Client whether the Client or Architect will contract directly with such Consultants. If requested, the Architect will obtain proposals for the Client to retain the Consultants. The Architect will review the documents and

information provided by the Client's Consultants for general compliance with the design intent. Each Consultant remains responsible for coordination of their drawings with the Architect's drawings and for compliance with all laws, codes, ordinances, and regulations regarding the Project. Should the Client and the Architect agree that the Architect will contract directly with any such Consultant, the Consultant's fees will be billed as a Reimbursable Expense, as described below. Consultants shall only be retained with the prior approval of the Client.

Consultants that may be required for this Project include, but are not necessarily limited to, the following: As-Built Measuring Services, Surveyor, Civil Engineer, Geotechnical Engineer, Structural Engineer, Mechanical/Electrical/Plumbing Engineer, Sustainability or LEED Consultant, Landscape Architect, Historic Preservation Consultant, Graphic Designer, Code Consultant, and Mission Statement Consultant.

3.2 Presentation Drawings and Models

The Architect will utilize a variety of visual aids in developing and describing the evolution of the design as part of the Basic Services. Examples may include hand sketches, CAD drawings and conceptual renderings, or physical study models. However, out-sourced photorealistic renderings, artist renderings, or detailed physical presentation models are not included in the Architect's Basic Services. These items are typically produced by outside vendors and, if requested by the Client, can be provided as an Additional Service.

3.3 Pricing, Construction Costs, and Construction Schedule

The Client's Contractor (and/or Cost Estimator) is to provide all pricing, construction costs and scheduling, as is generally the role of the Contractor. The Architect will provide information and respond to requests for additional information from the Client's Contractor and/or the Client's cost consultant to facilitate their preparation of construction cost estimates.

3.4 Existing Buildings and Existing Site Conditions

The Client acknowledges that the Architect has not conducted any investigation, including destructive investigation, into the site conditions or construction of any existing buildings other than conditions that are evident upon visual observation. The Client agrees that the Architect shall have no responsibility for the design and/or construction of existing site conditions, buildings, or building improvements, including but not limited to: the structural integrity; utilities; waterproofing; compliance with laws, codes, and regulations; the services of previous architects or other design consultants; or the contractor's construction of the existing buildings.

4.0 ADDITIONAL SERVICES

4.1 Description of Additional Services

Any services that are not described in Section 2.0 are not included in the Architect's Basic Services and shall be considered Additional Services. Any such Additional Service shall be set forth in writing and agreed to by the Architect and the Client prior to beginning such service. All such Additional Services shall be invoiced to the Client as provided in Section 5.0 of this Agreement. The Client shall not be responsible to pay, and the Architect shall not be entitled to receive, compensation for any Additional Services if such services were required due to the fault of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement.

4.2 Types of Additional Services

Architectural fees are based upon an estimated budget for the amount of work anticipated to interpret the Client's program and to design and document the Project. Additional Services include services necessitated by a material change in the Project including, but not limited to, the following: program, scope, size, quality, complexity, building systems, budget, schedule, duration of services, number of meetings, procurement or delivery method, additional bid or permit packages, splitting a project into multiple separate projects or phases, or construction phase duration. Additional Services also include

revisions to previously prepared Instruments of Service necessitated by change of instructions given by the Client or by the revision of codes, regulations, or official interpretations.

4.3 Duration of Services

If the services covered by this Agreement have not been completed within four (4) months of the original date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

5.0 FEES AND PAYMENTS

5.1 Basic Services

The Architect's services expended for the Project will be provided as a fixed fee of \$58,000. The total fee will be broken-down by tasks approximately as follows:

Qualitative Programming	10,000
Quantitative Programming	24,000
<u>Site Planning & Physical Master Plan</u>	<u>24,000</u>
TOTAL FEE	\$58,000

The Client acknowledges that the Architect may be providing its services in multiple tasks simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each task, as appropriate.

5.2 Architect's Standard Hourly Rates

The hourly billing rates for services of the Architect are as follows:

Executive Principal	\$ 225.
Project Principal	\$ 175.
Project Architect / Senior Project Manager	\$ 150.
Project Manager / Senior Designer	\$ 135.
Job Captain	\$ 130.
Design & Production II	\$ 120.
Design & Production I	\$ 110.
Support / Administrative	\$ 95.

Hourly billing rates are reviewed annually in January based upon salary increases and may be changed with notice to the Client. Annual adjustments will not exceed five percent (5%) without the Client's advance approval.

5.3 Additional Services

Additional Services are designated in Section 4.0 above. Additional Services will only be performed with the prior written approval of the Client and will be provided on a time and expense basis according to the Architect's standard hourly rates for Basic Services.

5.4 Reimbursable Expenses

Reimbursable Expenses are in addition to Basic and Additional Services. These costs shall be billed at direct cost plus ten percent (10%) handling and administration charge. Reimbursable Expenses include:

- Out-sourced printing, plotting, and reproduction
- Delivery, courier, postage, and shipping
- Agency and permit fees
- Consultant fees (with prior approval by Client)
- Expenses for travel outside of San Francisco (taxi, rideshare, transit, airfare, etc.)

For auto use, the standard mileage rate is 58 cents per mile (or current IRS rate)
Any other items purchased specifically for the Project

The following reimbursable in-house printing, plotting and reproduction items will be invoiced without handling charge:

In-house CAD Plotting from Digital File (Large Format)

Type	Cost Per Square Foot
B&W	\$1.75 / sq.ft.
Color	\$6.50 / sq.ft.

In-house Prints and Copies

Sheet Size	B&W	Color
8½" x 11"	\$0.10	\$1.00
11" x 17"	\$0.30	\$1.75
12" x 18"	\$0.50	\$2.25

5.5 Invoices

Invoices for all services will be submitted monthly based on hours worked and according to percentage of work complete plus reimbursable expenses. Payment is due upon receipt of invoice. Unpaid invoices shall be subject to a one and one-half percent (1.5%) monthly interest charge commencing thirty (30) days from date of invoice.

5.6 Retainer

The Architect has not requested a retainer for work on this Project.

6.0 CLIENT RESPONSIBILITIES

6.1 The Client will identify a Task Force Committee as the Client's representative with authority to make decisions for the Client. In cases where the Client chooses to hire an outside Construction Project Manager or Client's Representative, it will be agreed in advance what role and decision-making authority the representative will have on behalf of the Client.

6.2 The Client shall provide all information required for the Architect to perform services as set forth in this Agreement.

6.3 The Client shall cooperate with the Architect by making decisions so as not to delay the Project and to allow for the orderly progress of the Architect's services.

6.4 The Client shall contract directly with all other required professional consultants, identified and requested or required by the Architect to develop the information necessary for the performance of the services of the Architect, unless the Architect agrees in writing to retain such Consultant.

7.0 INSTRUMENTS OF SERVICE

7.1 The Drawings, Specifications, and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely and exclusively with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Architect's services and upon payment of all amounts due the Architect, the Client is granted a nonexclusive license to use the Instruments of Service for purposes of constructing, using, maintaining,

altering, and adding to the Project. The Client shall not assign or otherwise transfer its rights to use the documents to any other party without the Architect's written consent. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Architect and the Architect's Consultants.

7.2 The Architect shall have the nonexclusive right to publish and exhibit drawings, models and other documents prepared by the Architect as well as photographs of the Project and to include these items in the Architect's promotional and professional materials. The Architect will not use the Client's name in publication without the Client's consent. The Client shall provide professional credit for the Architect in the Client's promotional materials for the Project.

8.0 GENERAL PROVISIONS

8.1 Termination

This Agreement may be terminated by either party upon seven days written notice. Should the Client desire to terminate this Agreement for cause, the Client will give the Architect reasonable notice and an opportunity to correct any default before giving notice of termination. The Architect shall be compensated for all services performed to date of termination, together with reimbursable expenses, then due. Should this Agreement be terminated prior to completion of all services outlined in this Agreement, the Client acknowledges that the design process continues through the Construction Administration Phase and the Client accepts responsibility for the workability of the Construction Documents. Should the Project be completed by others or without the Architect's full services on all phases of the design and construction of the Project, then the Client agrees to waive all claims against the Architect and to defend and indemnify the Architect against all claims or demands from third parties.

8.2 Dispute Resolution

Although the Architect does not anticipate any disputes with Client, in the event that a dispute does arise between the Architect and Client, both agree to meet and try to resolve the dispute. In the event that the dispute cannot be resolved through direct negotiation, the parties agree to submit to non-binding mediation with an agreed upon mediator. Any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, which cannot be resolved through direct negotiation or mediation, shall be subject to and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The mediation and arbitration provision of this agreement does not preclude the Architect from recording and perfecting a Design Professional Mechanic's Lien in accordance with California law.

8.3 Limitation of Liability and Insurance

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total liability of the Architect and its employees and Consultants for any damage, claim, or injury to the total fee paid by the Client for the Architect's services, regardless of the cause of action or legal theory pled or asserted. The Client and the Architect agree to waive consequential damages for claims, disputes or other matters in question arising out of this Agreement. The Architect is not liable for any impacts to the schedule, delays or damages caused by any factor beyond the Architect's reasonable control. The Architect maintains the following insurance coverages. Certificate of Insurance will be issued upon Client's request.

Commercial General Liability	\$1M per claim, \$2M aggregate
Automobile Liability	\$1M combined single limit each accident
Excess Umbrella Liability	\$2M each occurrence, \$2M aggregate
Workers Compensation	\$1M per accident
Employers Liability	\$1M per accident
Professional Liability	\$1M per claim, \$2M aggregate

8.4 Standard of Care

In providing services under this agreement, the Architect shall exercise that degree of skill and care ordinarily used by other reputable members of the Architect’s profession, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require the Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

8.5 Miscellaneous Provisions

The Client and Architect each bind themselves, their agents, their successors and permitted assigns to this Agreement. Neither Client nor Architect shall assign or transfer its interests in this Agreement without the prior written consent of the other. However, the Architect shall have the right to subcontract portions of the services to qualified Consultants. In the event that any provisions of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. Waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. It is not the intent of this Agreement to form a partnership or joint venture. This Agreement and all related obligations and services are intended for the sole benefit of Client and Architect and are not intended to create any third-party rights or benefits except as expressly set forth herein.

9.0 FINAL AGREEMENT

This Agreement upon execution becomes the final written agreement between the Architect and Client. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the Project. Execution of this Agreement signifies that each party has read and understood the document thoroughly. Any amendments to this Agreement must be made in writing and signed by both the Client and Architect. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile or other electronic copy of a signature on this Agreement shall be acceptable as, and deemed to be, an original signature.

If this Agreement meets with your approval, please sign one copy in the space provided below and return it to our office.

JENSEN ARCHITECTS INC.



2/13/2019

Mark Jensen, FAIA, President
CA License No. C21410

Date

[I have read and reviewed this Agreement with the applicable Client representatives and I have been given the authority to execute this Agreement.

CHILDRENS DAY SCHOOL

Shelly Luke Wille, Head of School
[or CDS Authorized Representative]

Date