AGREEMENT FOR
ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is entered into this ____ day of _____, 20__, by and between VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, a California Community College District ("District") and ______________________________________________ ("Architect").

RECITALS

WHEREAS, the District desires to retain Architect to provide and perform architectural and related services in connection with the design and construction of a work or improvement commonly described as the Automotive / Welding Building ("the project").

WHEREAS, Architect is duly licensed as an architect under the laws of the State of California and is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Architect agree as follows:

AGREEMENT

1 BASIC SERVICES. Architect shall provide Basic Services and authorized Additional Services, as more particularly enumerated in this Agreement with its employees and Design Consultants. Architect’s services hereunder shall be performed or provided as expeditiously as possible consistent with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of Project design and construction.

2 ARCHITECT COMPENSATION.

2.1 Contract Price. The District shall negotiate the contract price with the Architect and pay the Architect in accordance with the letter proposal to be provided by the Architect based on these negotiations. The proposal will be made a part of this agreement, for Basic Services, with payment in accordance with the terms hereof. The Contract Price includes Architect’s fee, personnel expense, inclusive of all benefits and burdens, travel within the counties of Los Angeles, Riverside, San Bernardino and Orange, insurance and other overhead costs associated with or arising out of performance of this Agreement, except for Reimbursable Expenses.

2.2 Reimbursable Expenses. In addition to the Contract Price for Architect’s Basic Services hereunder, the Architect shall be paid Reimbursable Expenses for costs of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services or authorized Additional Services, including plans, prints, or travel authorized in advance by the District outside of the counties of Los Angeles, Riverside, San Bernardino and Orange. Charges for Reimbursable Expenses shall be actual costs incurred by Architect. Reimbursable Expense exceeding $500.00 will not be paid unless Architect shall have obtained the prior approval of the District. The District may direct the cessation of, or alternatives to, items of Reimbursable Expenses, if in the sole determination of the District such Reimbursable Expenses are excessive or not necessary for the efficient, orderly and full performance of the Architect’s obligations hereunder.
2.3 Additional Services. Architect will provide a complete rate schedule for all services, including any additional services. If the District shall approve or direct Architect to perform or provide Additional Services, Architect shall be compensated for its personnel providing such Additional Services in accordance with the rate schedule to be attached hereto as Exhibit “A” ("the Rate Schedule") and Incorporated herein by this reference.

2.4 District Payments.

2.4.1 Allocation of Contract Price. Architect and District agree that for the purposes of the District's payment of the Contract Price for Basic Services, the Contract Price shall be allocated amongst the various Phases of the Basic Services as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development Phase</td>
<td>30%</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>45%</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>5%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>17%</td>
</tr>
<tr>
<td>Post-Construction Phase</td>
<td>3%</td>
</tr>
</tbody>
</table>

2.4.2 Architects Billings to the District. During the course of providing Basic Services, Architect shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services, authorized Additional Services and Reimbursable Expenses performed or incurred in the immediately prior month. Architect's billings shall be in such form and format as may be reasonably requested by District.

2.4.3 District Payments to Architect. Within thirty (30) days of receipt of Architect's billing Invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services and Reimbursable Expenses. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty, assessment, liquidated damages, or other amounts withheld by the District from payment to the Contractor engaged by the District for Project construction. The District may, however, withhold or deduct from the amounts otherwise due Architect hereunder if Architect shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Architect has fully cured such failure of performance, less costs, damages, or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

3. Insurance. Coverage amounts and limits for policies of insurance to be obtained and maintained by Architect pursuant to Article 4 of the Conditions to this Agreement are:

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>In accordance with applicable law</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability – Bodily Injury or Death</td>
<td></td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>
4. Miscellaneous.

4.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Architect.

4.2 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Architect and the District. Neither Architect nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

4.3 Authority. The individual(s) executing this Agreement on behalf of Architect warrant and represent that she/he is authorized to execute this Agreement and bind Architect to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District’s Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.

4.4 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
Mr. Steve Garcia
Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92395

If to Architect:

4.5 Entire Agreement. This Agreement, the accompanying Conditions, and the documents enumerated below, if any, are all of the documents forming a part of the Agreement:

Exhibit "A"

The foregoing constitute the entire agreement and understanding between the District and Architect concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Architect.
IN WITNESS WHEREOF, the District and Architect have executed this Agreement as of the date set forth above.

“DISTRICT”
VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT, a California
Community College District

By: ____________________________________
Title: Vice President, Administrative Services

“ARCHITECT”

By: __________________________
Title: __________________________