

Standard Terms and Conditions

These Terms of Agreement attached to and made a part of the Letter Agreement, made between **Named School District (CLIENT) and bo ARCH L.L.C.**, providing Professional Services.

Standard Personnel Rates: *Effective thru December 31, 2018*

<u>PM/CM Classification</u>	<u>Mohave Rate</u>
K-12 Principal-in-Charge	\$155.00/Hour
Sr. Program Manager	\$130.00/Hour
Assist. Project Manager	\$95.00/Hour

<u>Architecture Classification</u>	<u>Mohave Rate</u>
Principal Architect	\$160.00/Hour
Project Architect	\$140.00/Hour
AutoCAD	\$110.00/Hour

Premium Charge: Overtime work 6 p. m to 6 a. m., Saturday, Sunday, National Holidays: Hourly Rate times a multiplier of 1.50.

Invoicing

bo ARCH shall invoice its time and Reimbursable Expenses monthly. Payments that are unpaid for more than sixty (60) days from the date of invoice shall bear interest at the rate of one and one half percent (1 1/2%) per month.

Owner's Responsibilities

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget with reasonable contingencies and criteria. The Owner shall also furnish any reports, tests, surveys, inspections or other documentation or information or consultants reasonably requested by bo ARCH. All the foregoing shall be furnished at the Owner's expense and bo ARCH shall be entitled to rely upon the accuracy and completeness thereof.

Dispute Resolution:

Initial Dispute Resolution: All disputes, including claims and counterclaims, shall be resolved by mediation, followed by, if necessary, binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

Note on Demand: A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.

Award: The arbitration award shall be final. Judgment upon the award may be confirmed in any court having jurisdiction. **Work Continuance and Payment:** Unless otherwise agreed in writing, bo ARCH shall continue to perform under this Agreement during any arbitration proceedings. If bo ARCH continues to perform, the Company shall continue to make payments in accordance with this Agreement.

Multiparty Proceedings: The parties agree that all parties necessary to resolve a claim shall be parties to the same arbitration proceeding. Appropriate provisions shall be included in all other contracts relating to the Project to provide for the consolidation of arbitrations.

Cost of Dispute Resolution: The prevailing party in any dispute arising out of or relating to the Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' fee, costs and expenses incurred by the prevailing party in connection with such arbitrations or litigation.

Legal Costs

Should any legal proceeding be commenced between the parties to this Contract seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such proceeding or in separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action or proceeding.

bo ARCH's Indemnification:

The Owner agrees to indemnify, defend, and hold bo ARCH harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expense, including reasonable attorneys' fees and all legal expenses and fees incurred on an appeal and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities, on account of any damage to property or persons, including death, arising out of the performance or non-performance of obligations under this Contract, provided that any such claim, damages, loss or expenses is caused in whole or in part by the negligent act, omission and / or strict liability of the Client, and anyone directly or indirectly employed by the Client (except to the extent bo ARCH is found to be liable for such damages or losses by a court of forum of the competent jurisdiction), or anyone for whose acts of them may be liable.

Project Suspension

If the Project is suspended by the Owner for more than thirty (30) consecutive days bo ARCH shall be compensated for services performed prior to the notice of such suspension. When the Project is resumed bo ARCH's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of bo ARCH services.

Risk Allocation:

In recognition of the relative risks and benefits of the project to both the Owner and bo ARCH, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of bo ARCH and his sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of bo ARCH and his or her sub-consultants to all those named shall not exceed \$1,000,000.00 for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty.

Termination of Services:

This Agreement may be terminated by the Client or bo ARCH L. L. C. upon not less than seven (7) days written notice should the other fail substantially to perform its obligations hereunder through no fault of the party initiating the termination. In the event of termination, the Client shall pay bo ARCH for all services rendered to the date of the termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

The Drawings and other documents, as instruments of service, are and shall remain the property of bo ARCH. They shall not be used on other projects or as the basis for drawings by others without written authorization from bo ARCH. Such authorization shall not be unreasonably withheld by bo ARCH. If authorization is granted by bo ARCH, bo ARCH shall reserve the right to require the Owner to pay a reasonable sum of Reuse Fee, and upon receipt of such fee, bo ARCH shall provide the Owner an electronic file of the Drawings.