



AIA[®] Document B102[™] – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 10th day of August in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Woodland School District No. 404
800 3rd Street
Woodland, WA 98674

and the Architect:
(Name, legal status, address and other information)

McGranahan Architects
2111 Pacific Avenue, Suite 100
Tacoma, WA 98402

for the following Project:
(Name, location and detailed description)

The New Woodland High School
Woodland, WA

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

See modified AIA Document B201-2007: Standard Form of Architect's Services.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall be a registered professional architect licensed to practice in the State of Washington.

§ 1.4 Except with the Owner's knowledge and written consent, the Architect and its consultants shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect ~~shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost;~~ shall, at its sole cost and expense, secure and maintain the following insurance and shall name the Owner, its successors and assigns and the respective directors, employees and agents of each of the foregoing (as additional insureds as applicable), in the following insurance policies covering any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 Commercial General Liability including:

(a) Bodily injury (including death) in the amount of no less than \$1,000,000 combined single limit and \$2,000,000 aggregate.

(b) Employer's liability in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and

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- (c) Property damage in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate (deductible of up to \$25,000 permitted)
- .2 Automobile Liability

Auto Bodily Injury for autos owned or hired by the Architect in Washington in the amount of no less than \$1,000,000 combined single limit and \$2,000,000 aggregate.

- .3 Workers' Compensation

As required by law.

- .4 Professional Liability

The Architect shall maintain for six (6) years after Final Completion, professional errors and omissions insurance in the amount no less than \$1,000,000 per claim with a yearly aggregate of \$2,000,000 (deductible of up to \$100,000 permitted) for damages that may result in any way from the negligent performance of the Architect's obligations under this Agreement. The Architect shall promptly notify the Owner of any interruption of, or termination of this insurance.

1.5.2 All insurance placed in order to comply with the Agreement shall be with an insurance company with a Best Rating of A-VII or better. The Owner must approve in writing any deviations from this requirement. Such insurance shall be placed with such insurers and under such forms and limits of policies as may be reasonably acceptable to the Owner. Within ten days of execution of this Agreement and annually thereafter for three years after Substantial Completion (for the professional errors and omissions policy), the Architect shall deliver to the Owner certificates of insurance with additional endorsements attached (including renewal or replacement certificates) acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The certificates shall further certify that the policies shall not be cancelled without giving 30 days' prior notice of such cancellation and that the Owner is an Additional Insured (except for professional liability and workers' compensation). The foregoing requirements as to insurance and acceptability to the Owner of insurers and insurance to be maintained by the Architect shall not in any manner limit or qualify the liabilities or obligations assumed by the Architect under this Agreement. The insurance policies required by this Agreement shall include a waiver of subrogation in favor of the Owner.

§ 1.6 The Architect shall maintain the confidentiality of information specifically designed as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding, in which cases the Architect with disclose only to the extent necessary to comply with the law or alleviate the risk of significant harm. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designed as confidential by the Owner.

§ 1.7 The Architect shall review laws, codes and regulations in effect at the time the Services are provided applicable to the Architect's services. The Architect shall comply in the design of the Project with requirements imposed by governmental authorities having jurisdiction over the Project. Design changes made necessary by laws, codes, and regulations enacted after the completion of the Construction Documents phase, to the extent the Architect reasonably could not have been aware of their pending enactment, shall entitle the Architect to a reasonable adjustment in the schedule and a change in compensation as a Change in Services. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, the Architect shall promptly notify the Owner of the nature and impact of the conflict, the Owner agrees to cooperate and work with the Architect in an effort to resolve the conflict.

§ 1.8 At the time of performance, the Architect shall be properly licensed, equipped, organized and financed to perform the services. A principal member of the Architect's firm shall be actively involved in all phases of the project, and the Architect's representative shall not be changed without the Owner's consent. Each person who performs the services shall be fully experienced and properly qualified to perform the services he or she performs, and the Architect agrees that the Owner shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the Owner, the Architect shall remove from the Services, without cost to the Owner or delay to the project, any person the Owner deems objectionable. The Architect will

correct, at no additional cost to the Owner, any and all of the Architect's errors and omissions in the drawings, specifications and other documents prepared by the Architect.

§ 1.9 Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from known material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defects in the Construction Documents prepared by Architect, its agents, employees, subcontractors or consultants, it being the intent of the parties that the approval by Owner signifies the Owner's approval of only the general design concept of the improvements to be constructed.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services, provided however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they or Owner requests such services, the services are approved by Owner and the services are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 ~~The Owner shall~~ Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish these services for the Architect's benefit.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Service (also referred to herein as Construction Documents). Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, models and renderings, and other documents created by the Architect, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Architect shall provide electronic copies, including CAD, Work, and similar files

to the Owner, as part of Basic Services. The Owner agrees to indemnify and hold the Architect harmless for any subsequent modifications by the Owner to the Architect's Instruments of Service or use on projects for which the Architect is not engaged.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to ~~use, use, reproduce and distribute~~ the Architect's Instruments of Service solely and exclusively for ~~the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement constructing, using maintaining and renovating~~ the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 This nonexclusive license shall survive termination of this Agreement, and Architect hereby grants permission to Owner to use the Construction Documents for future renovations, repairs, additions or alterations to the Project. In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the terms of this Agreement, the requirements of the method of binding-dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work, and within the period specified by this Agreement and by Washington law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 ~~To~~ Only to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in revised AIA Document A201-2007, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive any and all incidental, indirect, special, and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Agreement, including but not limited to loss of profits on other projects or loss of reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.1.4 In any adjudication or claim under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 4.2 MEDIATION/DISPUTE RESOLUTION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be ~~subject to mediation~~ exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended disputes as a condition precedent to binding dispute ~~resolution~~ resolution, unless the filing deadlines under applicable statutes of limitations and/or repose would otherwise expire. If suit is filed before alternative dispute resolution measures are taken in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section. This requirement cannot be waived except for an explicit written waiver signed by the Owner and the Architect. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by ~~mediation or by binding alternative~~ dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation~~ the following alternative dispute resolution procedure in an effort to reduce the incidence and costs for extended disputes which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation~~ If the parties are unable to select a mutually acceptable mediator within thirty (30) days of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. mediation. A principal of the Architect and an officer of the Owner, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as the Contractor, Subcontractor, suppliers, and/or consultants, their representatives, with full authority to settle all pending Disputes or claims, shall also attend the mediation session. Unless the Owner and the Architect mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to Final Acceptance of the Project by the Owner. The Architect may bring no litigation on a Dispute unless the Dispute has been raised as required by the Agreement and considered in the above mediation procedure, except that either party may assert a third-party claim or cross claim in litigation involving other parties if necessary to abide by the time constraints imposed by the Civil Rules.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (*Specify*)

§ 4.3 ARBITRATION

~~§ 4.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 4.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 4.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 4.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

~~§ 4.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 4.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 4.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.2.5 In the event of a claim, dispute, other matter in question arises between the Owner and the Architect, the Architect shall continue to perform the services required by this Agreement without interruption or delay provided that the Owner continues to pay all undisputed amounts owing to the Architect.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination if not cured after fifteen (15) days' written notice to Owner of the delinquency or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect shall be allowed to suspend Architect's performance of services under this Agreement for non-payment by Owner only after the provisions of fifteen (15) days' written notice.

§ 5.2 If the Owner suspends the ~~Project, Project~~ for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall may be equitably adjusted.~~

§ 5.3 If the Owner suspends the Project for more than 90 ~~consecutive~~ cumulative consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven~~ twenty-one days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than ~~seven~~ twenty-one days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. During which twenty-one-day period the party responding to the notice shall have the right to cure the default. If through any cause, either the Architect or Owner fails to fulfill in a timely and proper manner its material obligations under this Agreement; or the Architect or Owner materially violates any portion of the Agreement; or the Architect or Owner becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors; the other party shall thereupon have the right (but not the obligation) to terminate this Agreement for cause by giving written notice of such termination and specifying the effective date thereof as a date certain as least twenty-one (21) days after the notice. In the event of a termination by the Owner for cause:

- .1 The Architect shall be compensated for services satisfactorily performed prior to termination (that portion of the basic compensation for the terminated services satisfactorily performed prior to termination), together with Reimbursable Expenses then due less any expenses or increased costs incurred by the Owner resulting from the termination, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The Owner shall not be liable for any consequential or incidental damages, including but not limited to loss of profits on other projects or of reputation incurred by the Architect as a result of such termination.
- .2 The Owner shall have the right (but not the obligation) to take over performance of the architectural services and prosecute the same to completion by contract or otherwise, and all finished or unfinished Instruments of Service, including without limitation documents, data, studies, surveys, drawings, maps, models, photographs and reports, prepared by or for the benefit of the Architect shall, at the option of the Owner, become the Owner's property.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. In that event, the Owner shall be entitled to use and/or assign the rights to use all finished or unfinished Instruments of Service and other materials, and the Owner shall indemnify and hold harmless the Architect, its consultants, agents and employees, from any claims arising from the Owner subsequent use of such documents and other materials, except that the Owner shall not be so obligated to the extent the Architect is solely or concurrently negligent. The Owner may also terminate this Agreement on fifteen days' written notice if the Maximum Allowable Construction Cost, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services satisfactorily performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 5.7. due.~~

§ 5.7 ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law related to or relevant to the Project, including but not limited to, the laws, prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.~~

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for all undisputed payment for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured. Owner shall further have the right to withhold payments as otherwise specified in this Agreement.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

See Exhibit B Enumeration of Services.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1 Transportation and authorized out of town travel and subsistence; travel between the Architect's offices and consultants to the Project site is not reimbursable;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, standard form documents; or plots of contract documents requested by Owner, for submittal to permitting agencies, or bidding shall be reimbursable. Printing or reproduction of design or contract documents for the internal use by the Architect or its consultants shall not be reimbursable;~~
- ~~.5 Postage, handling and delivery; delivery of documents to Owner;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner; and~~
- ~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; Owner other than those required to design and administer the project.~~
- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures.~~

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ~~percent (—%)~~ ten percent (10%) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

~~If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows: The parties agree that Architect's~~

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User Notes:

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compensation for Basic Services include all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement.

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of (~~\$~~) Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~→~~) Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(*Insert rate of monthly or annual interest agreed upon.*)

10 % per annum

§ 6.4.3 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ Owner may withhold payments to the Architect for the purposes of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, or for Architect's failure to comply with the provisions of any part of this Agreement.

§ 6.4.4 ~~Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~ provided to the Owner upon presentation of Architect's progress payment applications.

§ 6.4.5 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 ~~This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~ State of Washington, not including its choice of law provisions.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect's acts or omissions introduced or caused or allowed to be introduced to the Project site said hazardous materials as defined in AIA Document A201-2007, as amended for this Project. Architect shall promptly disclose in writing to Owner any known hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous materials.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information; attorney communications with Owner; security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Washington, Owner is subject to, and must comply with, the provisions of the Washington Public Records Act.

§ 7.9 APPLICABLE LAW This Agreement is subject to all applicable federal and state laws, rules and regulations. Invalidation of any portion of this Agreement under the laws of the State of Washington or the United States shall not affect the validity of the remainder of this Agreement.

§ 7.10 CONFLICTS IN DOCUMENTS To the extent of the conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 7.11 INDEPENDENT CONTRACTOR It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the agent, servant or employee of the Owner; or (2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 7.12 NO WAIVER No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or any other covenant, condition or agreement herein contained.

§ 7.13 RECORDS RETENTION Architect shall keep all accounting and construction records of the Project for a period of at least five years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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§ 8.1 The Architect hereby agrees to indemnify and hold harmless the Owner, its successors and assigns and the directors, employees and agents of each of the forgoing ("Indemnified Parties"), from and against losses, harm, costs, liabilities, damages and expenses arising out of or resulting from claims of third parties in any way arising out of or in connection with any willful misfeasance, bad faith, or negligence in, or reckless disregard of: (i) the performance of the services by, (ii) the obligations of, or (iii) the acts or omissions of the Architect or any of its subcontractor's or consultants of any tier, their respective successors and assigns, the directors, officers, employees and agents of each of them, or anyone acting on the Architect's behalf in connection with this Agreement or its performance. This indemnification includes without limitation reasonable attorney's fees incurred on such claims and in proving the right to indemnifications.

The Architect shall not, however, be required to so indemnify or defend any of the Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties.

If such damages are caused by or result from the concurrent negligence of the Indemnified Parties and of the Architect or its agents, consultants or employees, then the Architect's indemnity and defense hereunder shall be limited to the extent of the negligence of the Architect or its agent, consultants or employees.

§ 8.2 NONDISCRIMINATION

The Architect assures the Owner that it endeavors to comply with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; Title IX of the Education Amendments of 1972.

§ 8.3 APPLICABLE LAW

Pursuant to RCW 28A.400.330, Architect shall prohibit from working at a public school where there may be contact with children, any employee of Architect who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for Owner to immediately terminate the contract.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect, as modified
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

AIA Document B201 – 2007, Standard Form of Architect's Services, as modified.
Exhibit A: AIA Document B101-2007 Initial Information
Exhibit B: Enumeration of Services
Exhibit C: McGranahan Architects, 2012 Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Michael Green, Superintendent
Woodland School District No. 404

(Printed name and title)

(Signature)

Christopher J. Lilley, Principal
McGranahan Architects

(Printed name and title)



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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christopher J. Lilley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:53:50 on 08/23/2012 under Order No. 0622696083_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)