



# AIA<sup>®</sup> Document B201<sup>™</sup> – 2007

## Standard Form of Architect's Services: Design and Construction Contract Administration

### for the following PROJECT:

*(Name and location or address)*

The New Woodland High School  
Woodland, WA

### THE OWNER:

*(Name, legal status and address)*

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

### THE ARCHITECT:

*(Name, legal status and address)*

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

### THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the 10th day of August in the year 2012.

*(In words, indicate day, month and year.)*

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102<sup>™</sup>-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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See attached AIA B101-2007: Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Phase 1: May 2013

Phase 2: February 2014

.2 Substantial Completion date:

Phase 1: September 2013

Phase 2: September 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall appropriately adjust~~ mutually adjust in writing, as appropriate the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article ~~2-2~~, other provision in this Agreement which describe a service as a Basic Service and exhibit B and include usual and customary structural, mechanical, ~~and electrical~~ electrical engineering, civil engineering, landscape architecture, food service design, and acoustical engineering services. Services not set forth in Article 2 or enumerated as such in this Agreement or Exhibit B are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with the Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's ~~services~~ services including the dates of Architect's design services and the completion of documentation required by the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, and mutual agreement, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall ~~respond to comply with~~ the applicable design requirements imposed by such governmental authorities and by such entities providing utility services ~~services after informing the Owner.~~

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§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have primary responsibility for applying for building code reviews of the Contract Documents, shall provide separate packages of documents for local, state and other applicable permit applications as necessary, shall coordinate and attend meetings with governmental bodies, and shall make application for and coordinate all necessary land use and building permits processes. As part of basic services the Architect shall make all revisions to the Construction Documents required by state, local and other applicable reviews or required to comply with applicable codes, laws, and interpretation thereof. The Architect shall document all meetings and decisions made throughout the course of the Project and shall provide copies to the Owner and to the Construction Manager.

§ 2.1.7 The Architect shall engage consultants qualified by training and experience in their respective fields to address the requirements of the Project. The consultants shall be retained at the Architect's expense.

§ 2.1.8 The Owner anticipates retaining, and reserves the option to retain, value engineering services in order to review the documents prepared by the Architect in the Schematic Design phase. Changes will be proposed to the Drawings and Specifications as a result of these processes. The Architect as a part of basic services shall participate in these processes by briefing the value engineers, preparing for and participating in a one-day briefing of the Owner and any value engineering consultants, answering their questions, and meeting with the Owner's representatives and value engineering consultants to determine the advisability of changes in the Architect's design documents as recommended by the value engineering consultant. The Architect shall make such changes as the Owner directs after such consultation, except for changes that the Architect reasonably believes will increase the Architect's professional liability beyond current legal or regulatory requirements. The Architect will not be paid additional amounts for such Owner-directed changes as a Change in Services, unless such change is inconsistent with previous Owner direction or approvals.

§ 2.1.9 The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, harassment, and tobacco on school property), fraud and financial impropriety. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act, and applicable State and Local regulations.

## **§ 2.2 SCHEMATIC DESIGN PHASE SERVICES**

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's ~~services.~~ services and the Project.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, ~~budget for the Cost of the Work,~~ the Maximum Allowable Construction Cost (MACC) Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project and the Architect shall review any additional information provided pursuant to the Architect's request. The Architect shall visit the Owner's Project site and shall provide to Owner a preliminary evaluation of the feasibility of the Owner's site for the Project based on site conditions and Owner's program, schedule and the MACC. The Architect shall include, in the preliminary evaluation, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of the all utilities necessary to serve the completed Project. The Architect shall also address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements and the scope of the Project.

§ 2.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach ~~an a~~ written understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 ~~Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.~~

§ 2.2.5 Based on the Owner's approval of the preliminary design, Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. include:

- .1 Materials and Systems Narrative;
- .2 Schematic plans and studies and design analysis including all design disciplines, including:
  - .a Architectural:
    - .1) Single-line drawings showing complete building layout identifying the various major areas, core areas and their relationships;
    - .2) Preliminary exterior wall cross sections and elevations indicating location and size of fenestration;
    - .3) Identification of roof system, deck, membrane flashing and drainage technique;
    - .4) Identification of proposed finishes;
    - .5) Site plan with building located. All major site development such as access road paving, walls and outside support building, structured parking facilities, and paved parking lots should be shown;
    - .6) Gross and net area calculations separate to show conformance with the educational specification.
  - .b Structural: Identification and description of structural systems (precast, structural steel with composite deck, structural steel with bar joists, etc.).
  - .c Mechanical
    - .1) A written description of three HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
  - .d Electrical
    - .1) Lighting concepts described;
    - .2) Major electrical equipment roughly described.
- .3 A written general description of the Project's responsiveness to the Educational Specifications;
- .4 A code analysis that includes fire, life, safety, handicap accessibility issues, presented in scaled drawings and written format;
- .5 An analysis of surface water, parking, set-backs, street improvements and access, and other zoning and land-use issues;
- .6 An identification of utility locations based upon the Site survey and other known information; and
- .7 A set of colored drawings, indicating prospective building site locations, for the purpose of communicating to the public the intended location of the building.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and ~~budget for the Cost of the Work.~~ the MACC. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and ~~budget for the Cost of the Work.~~ the MACC.

§ 2.2.6 The Architect shall submit to the Owner ~~an estimate of the Cost of the Work prepared in accordance with Section 5.3.~~ a proposed time schedule for the design phases of the Project. During this phase, the Architect will meet with the Owner's maintenance staff, applicable building and planning officials, the Fire Marshal, health officials, electricity, natural gas, water, and sewer providers, and its consultants as required.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Before the Architect proceeds with the Design Development phase, the Architect shall make a formal presentation of its Schematic Design to the Owner, and the Owner must approve in writing completion of the Schematic Design phase. The Owner's approval shall be deemed only an approval of the proposed concept and not the means and techniques recommended.

§ 2.2.8 The Owner will provide for an estimate of the Cost of the Work by others. The Architect will provide the Owner with an Opinion of Probable Costs for the civil, landscape, mechanical, electrical and food service portions of the work for use in development of the estimate of the Cost of the Work.

### **§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES**

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the ~~budget for the Cost of the Work, the MACC,~~ the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their ~~quality levels.~~ quality levels and the following:

- .1 A revised time schedule for the design through Final Completion;
- .2 Responses to the Educational Specifications;
- .3 Confirmation of the net and gross areas of the improved portions of the building;
- .4 Outline specifications, including descriptions of all items listed below as requirements for the Drawings that are not graphically depicted on them:
  - .1) Architectural – revised and expanded general description of the construction;
  - .2) Mechanical – descriptions of the heating and ventilation systems and controls, duct and piping systems; and
  - .3) Electrical – descriptions of electrical services, including voltage, type and number of feeders, lighting systems and levels, security systems, paging intercom, telephone, cable TV and data networks.
- .5 Architectural Drawings:
  - .1) Floor plans, including space assignment, sizes, location of installed or fixed and moveable equipment that affects the design of the spaces, and room locations including openings;
  - .2) Elevations, including exterior design elements and features, such as windows, materials and mechanical and electrical features on walls and roofs, and interior elevations establishing the Owner's functional requirements, equipment and systems locations, and
  - .3) Building and wall sections showing dimensional relationships, materials and components relationships, including floor-to-floor dimensions, openings and major features;
  - .4) Types and locations of acoustical treatment;
  - .5) Identification of fixed and unattached equipment to be installed;
  - .6) Outline finish schedule identifying finishes, including typical and special floor coverings;
  - .7) Preliminary door schedule showing quantity plus type and quality levels;
  - .8) Site plan including grading and drainage plans, the grading plan is to show contours at 2' intervals;
  - .9) Preliminary development of major details and large scale blow-ups;
  - .10) Legend showing all symbols used on drawings; and
  - .11) Reflective ceiling plans showing ceiling types (including proposed grid directions) and typical fixture layouts.
- .6 Structural Drawings:
  - .1) Plans and sections to show the extent and type of framing and a few typical structural members located and sized;
  - .2) Preliminary footing, beam, column and connection schedules; and
  - .3) Final building elevations.
- .7 Mechanical Drawings:
  - .1) Plans showing single-line layouts with approximate location and sizing of major duct and piping systems and mechanical equipment on architectural plan backgrounds, and space assignment, and outline of central heating, cooling, and ventilation requirements;
  - .2) Heating and cooling load calculations for each space;

- .3) Legend showing all symbols used on drawings; and
- .4) Plans indicating equipment weights, sources of fresh air, and exhaust air.
- .8 Electrical Drawings:
  - .1) Plans drawing to scale showing space assignments and outline of fixed equipment such as transformers, switchgear, distribution panels, emergency generator, transfer switches, UPS system, and generator sets, etc.
  - .2) Typical lighting layout coordinated with the established ceiling system;
  - .3) Conceptual layout for power, fire alarm and security systems, paging intercom, telephone, cable TV and data networks;
  - .4) Description of power consuming equipment and probable load characteristics;
  - .5) Estimate of total electric load;
  - .6) Preliminary site lighting design;
  - .7) Typical lighting, power, telecommunications, and office automation devices and receptacles shown in plan;
  - .8) Proposed light fixture schedule; and
  - .9) Preliminary interior electrical loads, receptacles, lighting, food service equipment, and any other special use areas, etc.
- .9 An update to the code analysis that includes fire, life, safety, and handicap accessibility issues, including ADA compliance;
- .10 Site plan and an update to any required analysis of surface water, parking, set-backs, street improvements and access, and other zoning and land-use issues.

§ 2.3.1.1 During this phase, the Architect will meet with the Owner's maintenance staff, applicable building and planning officials, the Fire Marshal, health officials, electricity, natural gas, water, and sewer providers, and its consultants, as required, and respond to review comments.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work. Owner will update the estimate of the Cost of the Work, based in part on updated Opinions of Probable Cost provided by the Architect. If the estimate of the Cost of the Work exceeds the Owner's MACC, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, how to proceed.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. and request the Owner's approval. Before the Architect proceeds with the Construction Documents phase, the Architect shall make a formal presentation of its design to the Owner, and the Owner must approve in writing completion of the Design Development phase. The Owner's approval shall be deemed only an approval of the proposed concepts and not the specific means or techniques recommended.

## **§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the MACC, the Architect shall prepare Construction Documents for the Owner's approval. Construction Documents means: all Drawings, specifications, and other documents, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. The Architect shall provide Construction Documents, consistent with the Standard of Care as set forth in this Agreement, which are sufficient for Owner to complete the construction of the Project, are free from known omissions or material defects, and comply with applicable laws, ordinances, codes, rules and regulations in effect as of the date of the issuance of the Construction Documents. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and

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Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

- .1 The Construction Documents in a 60% complete condition shall be provided to the Owner for review. The Architect shall continue working on the Construction Documents during the Owner's review. The Owner shall return the 60% complete Construction Documents with its comments to the Architect five (5) days after receipt.
- .2 The Construction Documents in a 95% complete condition shall be provided to the Owner at least fifteen (15) days prior to the first planned bidding advertisement date. At the same time, the Architect shall provide a draft of the proposed "Divisions 0 and 1 of the Specifications" to the Owner for provision of the Contract for Construction and Instructions to Bidders. The Owner shall provide the Contract for Construction and Instructions to Bidders.
- .3 The Owner shall return the 95% complete Construction Documents with its comments to the Architect at least ten (10) days prior to the first planned bidding advertisement date. The Architect shall incorporate the Owner's comments and provide the revised 100% complete Construction Documents to the Owner five (5) days prior to the planned bidding advertisement date.
- .4 At a minimum, all architectural plans with their respective structural, mechanical, and electrical utilities shall be provided to the Owner on compact disks and paper copy as the Owner specifies. In addition, all schedules and schematic diagrams should also be included. Site plans should show the location, size and labeling of all utilities that are directly related to the Work as well as outlines of all structures within the Site. Any Site utility that interfaces with a structure should be shown to stop at the exterior wall line of that structure.
- .5 The Owner reserves the option to retain constructability-review services in order to review the documents prepared by the Architect. If the Owner does so, changes will be proposed to the Drawings and Specifications as a result of this process. The Architect and its consultants as part of basic services shall participate in these processes by briefing the constructability consultants, answering their questions, and meeting with the Owner's representatives and constructability consultants to determine the advisability of changes in the Architect's design documents as recommended by the constructability consultants. The Architect shall make such changes as the Owner directs after such consultation. Except for the correction of errors, omissions or conflicts in the Contract Documents prepared by the Architect, the Architect will be paid for such Owner-directed changes a Change in Service and the schedule for the completion of the Construction Documents shall be extended as reasonably requested by the Architect to accommodate making the requested changes. Architect shall not be required to incorporate any changes that, in its professional judgment, would increase its professional liability beyond current legal or regulatory requirements unless Owner agrees to indemnify and hold harmless Architect from any and all claims that arise from such a change, including third party claims.
- .6 The Architect must certify to the best of its knowledge that the Construction Documents are in compliance with the state building code and all pertinent state and local statutes relating to school building construction. The Owner's review of the Construction Documents will not relieve the Architect of its responsibility for their accuracy and completeness.

**§ 2.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the ~~Project~~-Project as part of Basic Services.

**§ 2.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 2.4.4** ~~The Architect shall update the estimate for the Cost of the Work.~~ Owner shall update the estimate for the Cost of the Work based in part on updated Opinions of Probable Cost provided by the Architect. If Owner's estimate of the Cost of the Work exceeds the Owner's MACC, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to the Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, the Architect

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shall make appropriate written recommendations to Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.4.6 The Architect shall incorporate reasonable requirements of any commissioning consultants into the Contract Documents at no additional cost.

## § 2.5 ~~BIDDING OR NEGOTIATION PHASE SERVICES~~ **BIDDING PHASE SERVICES**

The Architect shall assist the Owner in ~~establishing a list of~~ identifying and investigating prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) confirming responsiveness of and evaluating bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. The Architect shall disclose in writing to Owner any prior or current relationships which the Architect may have had with any bidders or proposers. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. The Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

### § 2.5.2 **COMPETITIVE BIDDING**

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 ~~The~~ In consultation with Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. Owner approved substitutions to all prospective bidders and Owner.

### § 2.5.3 ~~NEGOTIATED PROPOSALS~~

§ 2.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 2.5.3.2 ~~The Architect shall assist the Owner in obtaining proposals by~~

- .1 ~~procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~

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- ~~2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 2.5.2.4 The Architect shall undertake a reasonable investigation of the competency of the apparent lowest bidder regarding:

- 1 The ability, capacity, and skill of the bidders to perform the contract;
- 2 The character, integrity, reputation, judgment, experience, and efficiency of the bidders;
- 3 Whether the bidders can perform the contract within the time specified;
- 4 The quality of performance of previous contracts;
- 5 The previous and existing compliance by the bidders with laws relating to the contract; and
- 6 Such other information as may be secured having a bearing on the decision to award the contract.

The Architect shall report its findings to the Owner. Architect shall be responsible only for failure to perform the "review of competency" with an appropriate standard of care and shall not be deemed to warranty the bidder's solvency, capability or future performance.

2.5.2.5 Upon completion of the Bidding phase, if requested in writing by the Owner, the Architect shall insert all Addenda into the Contract Documents and re-issue the Contract Documents as an additional service, including copying expenses.

## **§ 2.6 CONSTRUCTION PHASE SERVICES**

### **§ 2.6.1 GENERAL**

~~§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~Construction as amended for this Project.

~~§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to the Owner.~~

~~§ 2.6.1.3 Subject to Section 3.3, the Architect's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

~~§ 2.6.1.4 The Architect shall contemporaneously provide the Owner with copies of all written communications between the Architect and the Contractor concerning any matter material to the cost, time, sequence, scope, or requirements of the Project. Communications by and with the Architect's consultants shall be through the Architect.~~

### **§ 2.6.2 EVALUATIONS OF THE WORK**

~~§ 2.6.2.1 The Architect shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Representative or when necessary to protect the Owner's interest), at other intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed (1) observe the progress, quantity and quality of the Work completed, (2) recommend, in writing, rejection of any observed nonconforming Work, (3) when practical plan site visits to correspond with work to be performed which may impact the structural~~

integrity of the Project (4) guard the Owner against defects and deficiencies in the Work (5) observe if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Documents, and (6) document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representatives, Owner's Construction Manager, the Contractor's project manager and/or superintendent, Architect's project representative and Architect. The Architect shall not be required to make exhaustive or continuous on-site inspections to check-verify the quality or quantity of the Work. On the basis of the site visits and observations by the Architect, the Architect shall keep the Owner and Owner's Contractor reasonably informed about the progress and quality of the portion of the Work completed, and to promptly report to the Owner and Owner's Contractor (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. (2) defects and deficiencies observed in the Work, and (3) review contractor as-built drawings and specifications on a regular basis. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner. If approved as an additional service pursuant to Section 3.3.3, Architect or his authorized representative will provide on-site visits and review the completed Work prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. In addition, Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect. The Owner's Representative and/or Construction Manager will assist Owner in the development of Request for Proposals or other solicitations for any required testing services approved by Owner.

§ 2.6.2.2 The Architect has the authority to reject will make recommendations to the Owner concerning Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority-The Architect's coordination and observation of such additional testing or inspections is a part of basic services. The Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or that the Owner has previously approved in writing, without waiving its right to reimbursement from the Contractor. However, neither this responsibility of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide-make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions-recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions-, recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions-recommendations rendered in good faith. The Architect's-Owner's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents-final.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims-The Architect shall promptly render initial written recommendations or interpretations on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents.

### **§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

§ 2.6.3.1 The Architect shall review the progress of the Work, carefully evaluate and certify the amounts due the Contractor and shall issue-certificates in such amounts-sign and issue certificates in such amounts, if such amounts are valid, correct and deemed due and owing, in Architect's professional opinion, within seven days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation-observations and/or evaluations of the Work as provided in Section 2.6.2 and of the Contractors' construction schedule and on the data comprising the Contractor's Application for Payment,

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in Architect's professional opinion that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the ~~Contract Documents.~~ Construction Documents and the Contract Documents, and that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the ~~Architect.~~ Architect in writing to Owner.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall critically review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with such reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, ~~but~~ only for the ~~limited~~ purpose of checking for conformance with information given and the design concept expressed in the ~~Contract Documents.~~ Documents and all laws, statutes, codes, regulations, ordinances and requirements applicable to Architect's design services. Review of such submittals is for the purpose of determining the general accuracy and completeness of other information such as dimensions, ~~quantities, and installation or performance of equipment or systems, which are~~ quantities, and for substantiating instructions for the installation of equipment or systems. Specific dimensions, quantities, installation and performance of equipment and systems remain the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials or mechanical equipment without Owner's prior written consent.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.6 The Architect shall not change the Contract Documents through review comments on a submittal or an RFI (Request for Information), but only through a Change Order, Change Order Proposal, or Construction Change Directive signed by the Owner.

#### § 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.1.1 The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents or Construction Documents and do not change the Contract Sum or Contract Time, then the Architect may issue an order for a minor Change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

§ 2.6.5.1.2 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's approval and execution.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.5.3 Basic Services shall include providing recommendations concerning proposed Change Orders or Construction Change Directives, and all aspects of the preparation and processing of Change Orders and Construction Change Directives resulting from errors, omissions or deficiencies in the Contract Documents.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work. The Architect shall submit monthly logs to the Owner categorizing all RFI's, Proposal Requests, Construction Change Directives, Change Orders, and Submittals processed.

#### § 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect in conjunction with the Owner, shall prepare and submit to the Contractor, punchlists of work done by the Contractor which is not in conformance with the Construction Documents. Said punchlists will be approved in advance by the Owner and subject to the Owner's

approval when completed. The Owner has a right to resubmit punchlist items to the Contractor through the Architect. The Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of claims liens or bonds indemnifying the Owner against claims or liens; and (3) any other documentation required of the Contractor under the Contract Documents.

~~§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from~~ Prior to the expiration of six months from the date of Substantial Completion and, again, prior to the expiration of ten months from the date of Substantial completion, and upon request of the Owner at any other time within one year of the date of Substantial Completion, the Architect shall, without additional compensation, review the Work and conduct a meeting with the Owner to review the facility operations and performance and Owner's designated representative to review the facility operations and performance for purposes of identifying defects, warranty issues and proposed corrections and advising Owner in writing regarding the need for correction of the Work.

§ 2.6.6.6 The Architect shall review the Project upon Final Completion to determine compliance with the Contract Documents and shall issue a final Certificate for Payment recommending that the completed Work that was observed appears to be in compliance with the requirements of the Contract Documents.

**ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<b>Additional Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 3.2 below or in an exhibit attached to this document and identified below)</i>
§ 3.1.1 Programming/Educational Specifications	Architect	Under separate contract
<del>§ 3.1.1 Programming</del>		
§ 3.1.2 Multiple preliminary designs	N/A	
§ 3.1.3 Measured <del>drawings</del> drawings/Record Drawings	N/A	
§ 3.1.4 Existing facilities-Site surveys	Owner	
§ 3.1.5 Site Evaluation and Planning ( <del>B203™ 2007</del> ) (B203™-2007)	N/A	
§ 3.1.6 Building information modeling	Architect	Basic Services
§ 3.1.7 Civil engineering – on and offsite	Architect	Basic Services
§ 3.1.8 Landscape design	Architect	Basic Services
§ 3.1.9 Architectural Interior Design( <del>B252™ 2007</del> )	Architect	Basic Services
§ 3.1.10 Value Analysis( <del>B204™ 2007</del> )	Owner	
§ 3.1.11 Detailed cost estimating – except M.E.P. etc.	Owner	
§ 3.1.12 On-site project representation	Owner	
§ 3.1.13 Conformed construction documents	Architect	Exhibit B
§ 3.1.14 As-designed record drawings	Architect	Basic Services
§ 3.1.15 As-constructed record drawings	Architect	Exhibit B
§ 3.1.16 Warranty Period Review	Architect	Basic Services
<del>§ 3.1.16</del> – § 3.1.17 Post occupancy evaluation	N/A	
<del>§ 3.1.17</del> – § 3.1.18 Facility Support Services (B210™-2007)	N/A	
<del>§ 3.1.18</del> – § 3.1.19 Tenant-related services	N/A	
<del>§ 3.1.19</del> – § 3.1.20 Coordination of Owner's	Owner	

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consultants		
<del>§ 3.1.20</del> <del>§ 3.1.21</del> Telecommunications/data design	<u>Architect</u>	<u>Basic Services</u>
<del>§ 3.1.24</del> <del>§ 3.1.22</del> Security Evaluation and Planning (B206™–2007)	<u>N/A</u>	
<del>§ 3.1.22</del> Commissioning (B211™–2007)	<u>Owner</u>	
<del>§ 3.1.23</del> Extensive environmentally responsible design	<u>N/A</u>	
<del>§ 3.1.24</del> <del>LEED® Certification (B214™–2007)WSSP Certification</del>	<u>Architect</u>	<u>Exhibit B</u>
<del>§ 3.1.25</del> Fast-track design services	<u>N/A</u>	
<del>§ 3.1.26</del> Historic Preservation (B205™–2007)	<u>N/A</u>	
<del>§ 3.1.27</del> Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>Architect</u>	<u>Exhibit B</u>
<del>§ 3.1.28</del> Land Use Permit Application	<u>Architect</u>	<u>Basic Services</u>
<del>§ 3.1.29</del> SEPA (Environmental Review) input and coordination assistance	<u>Architect</u>	<u>Exhibit B</u>
<del>§ 3.1.30</del> Basic Furnishings layout for locating electrical, data and other furnishings	<u>Architect</u>	<u>Basic Services</u>
<del>§ 3.1.31</del> Hazardous Material Abatement	<u>N/A</u>	
<del>§ 3.1.32</del> OSPI D Forms Submittals	<u>Architect</u>	<u>Basic Services</u>
<del>§ 3.1.33</del> Downstream Analysis of the local diking District's drainage capacity	<u>Architect</u>	<u>Exhibit B</u>
<del>§ 3.1.34</del> Downstream Analysis of sanitary sewer system capacity	<u>Architect</u>	<u>Exhibit B</u>

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

Downstream analysis of the local diking district's drainage ditch capacity will be limited to identifying potential capacity limitations. The design of mitigation of those limitations, should any exist, would be provided by the Architect as an additional service upon written direction of the Owner.

Downstream analysis of the capacity of the sanitary sewer system will be limited to identifying potential capacity or performance limitations. The design of mitigation of those limitations, should any exist, would be provided by the Architect as an additional service upon written direction of the Owner.

See Exhibit B for additional information on included and optional Additional Service Items.

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the ~~Agreement~~. ~~Agreement~~ if agreed by Owner in writing, prior to commencement of the services. In the absence of Owner's prior agreement in writing, the Owner shall have no obligation to pay for any Additional Service performed. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 ~~shall entitle the Architect to compensation pursuant to Section 6.3~~ may result in either an upward or a downward adjustment in the compensation due to the Architect. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect's consultants, but maybe subject to a downward adjustment in compensation.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the Additional Services or the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or ~~budget for Cost of the Work, MACC,~~ or procurement or delivery method;

- ~~2~~ Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification; certification, not including Washington Sustainable Schools Protocol (WSSP) activities;
- ~~3~~ Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official ~~interpretations;~~ interpretations that could not have been reasonably anticipated by the Architect or are inconsistent with interpretations previously provided by the same regulatory authority;
- ~~4~~ Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or ~~contractors;~~
- ~~5~~ Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; contractors to the Architect's detriment, which significantly change the services required of the Architect under this Agreement;
- ~~6~~ .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; bids proposed by the Owner beyond those specifically provided for in this Agreement;
- ~~7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~8~~ .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~9~~ Evaluation of the qualifications of bidders or persons providing proposals;
- ~~10~~ .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- ~~11~~ .8 Assistance to the Initial Decision Maker, if other than the Architect.
- ~~8~~ To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the originally scheduled date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

~~§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

- ~~1~~ Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- ~~2~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~3~~ Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~4~~ Evaluating an extensive number of Claims as the Initial Decision Maker;
- ~~5~~ Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- ~~6~~ To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

~~§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. Services upon approval of the Owner. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~1~~ (~~→~~) Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- ~~2~~ One hundred twenty ( 120 ) visits to the site by the Architect over the duration of the Project during construction
- ~~3~~ Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- ~~4~~ Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 3.3.4 If the services covered by this Agreement have not been completed within ~~( $\rightarrow$ )~~ Forty-Eight ( 48) months of the 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. The basic services shall continue, however, for services associated with the one-year correction period set forth in the Contract for Construction.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) ~~the budget for the Cost of the Work~~ MACC as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's ~~budget for the Cost of the Work, MACC,~~ the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. A "significant" increase or decrease shall be an adjustment or cumulative adjustments to the MACC exceeding 5% of the MACC identified in this Agreement. However, any increase to the MACC for purposes of responding to market bid conditions shall not constitute a Change in Services, and there will be no Change in Services based upon any accepted bid which exceeds the MACC unless the Owner requests a change in the Project scope and/or quality to reduce the MACC. If the increase is in the form of a separate stand alone building of any size it shall be considered a Change in Services.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate ~~recommendations~~ recommendations, including recommendations for improvements to existing soils to address anticipated settlement and to provide adequate soil bearing capacity for the anticipated project. Architect shall be entitled to rely upon, and base its work on the recommendations of the geotechnical engineer.

§ 4.4 The Owner ~~shall~~ shall, during construction, furnish tests, inspections and reports that are required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Documents. Tests, inspections and reports during design related to existing conditions shall be at the Owner's expense. The Architect's review of such tests, inspections and reports during design shall be included as a part of basic compensation for services.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 5 COST OF THE WORK FOR PURPOSES OF ARCHITECT'S COMPENSATION

§ 5.1 For purposes of ~~this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,~~



~~rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.~~  
~~the Architect's Compensation, the Cost of the Work will be equal to the MACC.~~

~~§ 5.2 The Owner's budget for the Cost of the Work-MACC is provided in Initial Information, and may be adjusted throughout the Project as required-allowed under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work MACC, the preliminary Opinions of Probable Cost and updated Opinions of Probable Cost prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work MACC or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as part of the Architect's Basic Services, to meet Owner budget.~~

~~§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3. **MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC)**~~

~~The MACC as noted in the Master Budget Summary and the initial information.~~

- ~~.1 The MACC is the sum described below that the Owner establishes (in writing) as the fixed limit for constructing the Project designed, specified, selected, or specially provided for by the Architect.~~
- ~~.2 The MACC includes the cost of labor, materials, and equipment necessary to complete the Contract for Construction, using the current market rates, including a reasonable allowance for overhead and profit, certain agreed alternates and an estimate of inflation and other reasonably foreseeable price increases through the anticipated bidding date.~~
- ~~.3 The MACC does not include State or local sales tax, professional fees, construction contingencies, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner.~~
- ~~.4 The MACC for the Project will initially be set by the Owner upon execution of this Agreement. The Owner has no intention of increasing the MACC but will re-evaluate the MACC During the Design Development Phase.~~
- ~~.5 The Architect shall promptly notify the Owner in writing if for any reason the Architect believes that the Cost of the Work of the Project will exceed the MACC.~~
- ~~.6 The Owner may change the MACC at any time prior to bid opening and give notice of the change to the Architect, whose compensation will be changed only for services performed as a result of the change in the scope. The MACC will not change after the bids are opened, except that the Owner may elect to proceed with a bid that exceeds the MACC at no change in the cost of the Architect's fee.~~
- ~~.7 The Architect will work cooperatively in endeavoring to obtain for the Owner the improvements covered by the program and scope of Work at a favorable cost consistent with the quality workmanship, materials, durability, and competitive bidding.~~
- ~~.8 In observing the Architect's responsibility to comply with MACC, the Architect shall avoid allowing increases to the scope of Work as outlined in the program except as specifically directed by the Owner. Any substantial changes to the program must be accomplished through a Change in Services, approved by the Owner prior to the execution of the services, which includes any applicable change in the MACC.~~

~~§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the 100% Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work -MACC shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 5.5 If at any time the Architect's Owner's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate MACC, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

§ 5.6 If the Owner's budget for the Cost of the Work MACC at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner by more than 5%, the Owner at its sole discretion shall

- .1 give written approval of an increase in the budget for the Cost of the Work; accept the bid;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate this agreement in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, and its consultants, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work MACC at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

§ 5.8 If, after commencement of the Work, the MACC is exceeded due to the negligent errors or omissions of the Architect that violate the Standard of Care as set forth in this Agreement, then the Architect shall bear financial responsibility to Owner for the increases in the MACC, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost for that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for amounts in excess of the MACC. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 4 of AIA Document B102 (2007), as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

## **ARTICLE 6 COMPENSATION**

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

See attached Exhibit B.

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See attached Exhibit B.

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

For items identified in Exhibit B, the amount is indicated in that exhibit for those items. For other items, compensation will be determined on an hourly basis per the hourly rates set forth in Exhibit C unless agreed otherwise.

Additional compensation for additive change orders as a result of unforeseen conditions and Owner directed modifications that are not covered in this Agreement will be an Additional Service. Fees for these changes shall be negotiated prior to proceeding with the Work. The Architect will not, however, be entitled to additional compensation for Change Order costs incurred due to errors and omissions by the Architect or its consultants.

Alternates: The Architect shall be compensated as a Change in Services, on a negotiated basis per alternate for services performed in respect to alternative bids beyond any already required by the Agreement only to the extent requested and approved in writing by the Owner.

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of Ten percent ( 10.00 %), or as otherwise stated below:

~~§ 6.5 Where compensation~~ Compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: sum, which shall be paid on a percentage of completion basis, in accordance with this agreement. The percentage of completion for any phase of the project shall not exceed the following percentages of the total compensation:

Schematic Design Phase	<u>Thirteen</u>	percent (	<u>13</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty-Seven</u>	percent (	<u>37</u>	%)
Bidding or Negotiation Phase	<u>Two</u>	percent (	<u>2</u>	%)
Construction Phase	<u>Twenty-Seven</u>	percent (	<u>27</u>	%)
<u>Closeout</u>	<u>One</u>		<u>1</u>	
Total Basic Compensation	one hundred	percent (	100	%)

~~§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per attached Exhibit C

Employee or Category	Rate
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## ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

*(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)*

Exhibit A: AIA Document B101-2007 Initial Information

Exhibit B: Enumeration of Services

Exhibit C: McGranahan Architects 2012 Hourly Rates

## **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 14:54:22 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 B201™ – 2007, Standard Form of Architect's Services: Design and Construction Contract Administration, 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.

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*(Signed)*

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*(Title)*

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*(Dated)*