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AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year «Two Thousand Eighteen. »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Grosse Pointe Public School System »« »
«389 St. Clair »
«Grosse Pointe, MI 48230 »

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

« »« »
« »
« »
« »

the Construction Manager (CMc):
(Name, legal status, address and other information)

« »« »
« »
« »
« »

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

«2018 Bond Program as described in Article 1.1 »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Detailed Description of the Project for the 2018 Bond Election attached hereto as **Exhibit F**. The 2018 Bond Issue is projected to be $111,040,000.00 and the estimated total Cost of the Work is approximately $69,093,066.00. Additionally, the Owner's Bond Projects are further described in the Owner's Request For Proposals For Architectural/Engineering Design Services for 2018 Bond Projects dated November 1, 2018 (the "RFP"), which RFP is incorporated herein by reference.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Detailed Description of the Project for the 2018 Bond Election attached hereto as **Exhibit F**. Additionally, the Owner's Bond Projects are further described in the Owner's Request For Proposal For Architectural/Engineering Design Services for 2018 Bond Projects dated November 1, 2018 (the "RFP"), which RFP is incorporated herein by reference.

§ 1.1.3 The Owner's Stated Limitation on the Cost of the Work (SLCW) is set forth below. The SLCW shall include the Cost of the Work, as defined in Article 6 of this Agreement, as well as all other elements of the Project

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for which the Architect has responsibility (furnishing, fixtures, equipment, etc.). Any services provided under this Agreement are subject to the SLCW as specified below. In the absence of an express provision to the contrary in this Agreement, the Architect shall perform the required services in a manner that will render a Cost of the Work for the Project that does not exceed the most current Owner-approved SLCW. Subject only to written amendment at the Owner's sole discretion, the SLCW shall be:
(Provide total and, if known, a line item breakdown.)

Notwithstanding the foregoing, the Cost of the Work and the SLCW amounts are inclusive of hard construction costs, Construction Manager fees and costs but exclusive of all professional fees and costs, permits, testing, contingencies, technology, pavement and roofing costs at this time. Once the selected Construction Manager is engaged, an updated Cost of Work will be established during the bidding process. Technology design services should not be included in the Architect's design services Scope of Work, except for coordination purposes..

§ 1.1.4 Subject to amendment by the Owner, the Project's design milestones and anticipated construction milestone dates shall be:

.1 Design Phase Milestone dates, if any:

Commence Schematic Design: « TBD »
Complete Schematic Design: « TBD »

Start Design Development: « TBD »
Complete Design Development: « TBD »

Start Construction Documents: « TBD »
Complete Construction Documents: « TBD »

In the event that Construction Documents are to be issued in multiple bid packages, the Architect shall coordinate its services with the Owner's Construction Manager to satisfy the bid package publication dates. The Architect shall submit for the Owner's written approval a schedule, in accordance with the Design Phase Milestones, for the performance of the Architect's services and, following Owner's approval, shall only be adjusted by mutual agreement as the Project proceeds. The schedule shall include adequate allowances for the time required for the Owner's reviews, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule and accepted by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

.2 Construction commencement date:
«TBD »

.3 Substantial Completion date or dates:
«TBD »

.4 Other milestone dates:
«Not Applicable »

§ 1.1.5 Subject to amendment by the Owner, in the Owner's sole discretion, the Project's intended procurement and delivery method for the Project is:
(Identify method such as competitive bid, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Construction Manager as Constructor »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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«Not Applicable »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect may complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representatives:
(List name, address, and other contact information.)

.1 Owner's Designated Representative
The Owner identifies the following individual as its Owner's Designated Representative. The Owner may change the designated representative upon written notice to the Architect; and the Owner may modify the scope of authority of the designated representative in like manner:

«Ms. Lisa Abbey, Deputy Superintendent for Business and Support Services»
«Grosse Pointe Public School System
389 St. Clair
Grosse Pointe, MI 48230
313 432-3080 »
«lisa.abbey@gpschools.org »

.2 Owner's Representative Consultant.
The Owner has engaged Plante & Moran Cresa, L.L.C. (PMC) as an Owner's Representative Consultant on the Project. The Architect shall keep the Owner and PMC informed in matters regarding the Project. Unless otherwise provided in this Agreement specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project. The following individual, subject to change upon written notification from the Owner to the Architect, shall be primary contact for the Owner's Representative Consultant:

«Robert Stempien, Senior Vice President »
«Plante Moran Cresa
26300 Northwestern Hwy; Suite 120
Southfield, MI 48076 »
«Robert.stempien@plantemoran.com
248-603-5252 »

.3 Reviews.
Unless otherwise directed by the Owner in writing, the Architect shall provide the Owner's Designated Representative and Owner's Representative Consultant copies of all documents for the Owner's review, approval, or consideration.

§ 1.1.8 The persons or entities, in addition to the Owner's representatives, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

1. The Owner's Designated Representative set forth in Section 1.1.7.1
2. The Owner's Representative Consultant set forth in Section 1.1.7.2

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »

.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

«Surveyor
Environmental Consultant
Roofing Consultant
Security Consultant
Technology Consultant
Commissioning Agent
Move Management Consultant»

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« »
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§ 1.1.11 As part of its Basic Services, the Architect shall retain the following consultants:

.1 Civil Engineer:

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.2 Structural Engineer:

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.3 Mechanical Engineer:

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.4 Electrical Engineer:

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.5 Other, if any:
(List any other consultants and contractors retained by the Architect.)

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

«**.1** The RFP; and
.2 The Architect's Proposal dated _____, 2018, which is incorporated herein by reference and attached hereto by reference. The parties agree that where there is a conflict between the terms of this Agreement and the Architect's Proposal, this Agreement shall take precedence. »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may, when appropriate, agree in writing to adjust the terms of this Agreement accordingly. The Owner, in its sole discretion, may adjust the SLCW and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.3 Without in anyway limiting or restricting the Owner's rights or use of the Instruments of Service, the parties shall agree upon protocols governing the transmission of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 NOT USED

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement, whether performed by the Architect, its employees, or agents, the Architect's Consultants, and any other services included in this Agreement as Basic Services. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care exercised by architects of recognized experience and expertise practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services expeditiously and in accordance with the Section 1.1.4. The Architect acknowledges the Owner is relying on the Architect's professional skills expertise, and experience in the design and construction of public school facilities. The Architect shall be responsible for the degree of care and skill for all services provided hereunder whether such services are provided directly by the Architect, by its employees or agents, or by any of the Architect's Consultants hired by the Architect. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its services with applicable local, state, and federal statutes, and regulations.

.1 The Architect represents that the Architect's services and Instruments of Service shall strictly comply with all applicable federal, state, and local laws, codes, regulations, and ordinances as they are in effect as of the time the construction and building permit is issued.

.2 The Architect agrees and acknowledges that this duty is non-delegable and that the Architect, by signing drawings or preparing Construction Documents to submit for the bidding or for the purpose of obtaining building and other governmental permits, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly.

The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in the Michigan Revised School Code (MCL 380.1 et seq., as amended), the School Building Construction Act (MCL 388.851 et seq., as amended), the Occupational Code (MCL 339.2011, as amended), the Stille-Derossett-Hale Single State Construction Code Act

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(MCL 125.1501 et seq.) and the Michigan Building Code. The Architect shall assist the Construction Manager in assisting the Owner in complying with all of the Owner's competitive bidding requirements under Sections 1267 and 1274 of the Michigan Revised School Code, as amended. Therefore, the Architect hereby agrees to perform the services required of "an architect" pursuant to those Acts, and acknowledges that nothing contained in this Agreement shall be construed to limit the Architect's services, duties or obligations pursuant to those Acts or otherwise provided by law. Finally, the Architect acknowledges that for purposes of the Acts, the Architect is designated as the person qualified to supervise construction.

Unless modified by this Agreement, the Architect's services shall be provided in conjunction with the services of a Construction Manager as described in the edition of AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor, as modified between Owner and Construction Manager. The Architect acknowledges that the Construction Manager is serving in the role as constructor where the basis of payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price ("GMP"). The Architect shall assist the Owner in obtaining and reviewing the Construction Manager's proposed GMP proposal. The Construction Manager's GMP proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4 and 3.1.4.6 of the Construction Manager's Agreement, all Construction Manager's personnel and general condition items, and the Construction Manager's Fee. The term "Contractor" as used in A201-2007 shall mean the Construction Manager. The terms "Contractor" or "Subcontractor" as used in this Agreement shall mean a contractor or a subcontractor of the Construction Manager.

§ 2.3 The Architect's representative identified in Section 1.1.10 is authorized to act, and fully bind the Architect and commit the Architect's resources, on behalf of the Architect with respect to the Project.

§ 2.3.1 The Architect's key team members are:
(List of key staff members assigned to the Project and their respective roles)

Team Member Name	Assignment	Contact Information (Mobile Phone & e-Mail)

<<Insert Team Members' information>>

Architect agrees to commit the above listed key team members throughout the duration of the Project. The assignment of key team members shall also include the Architect's Consultants referenced in this Agreement. The services of the Architect are deemed to be personal in nature as to these key team members and that the continuity in the Project's team is valuable to the Owner and that damages due to the disruption to the continuity of the Project team is extremely difficult if not impossible to ascertain. Architect shall promptly notify the Owner if services of any one of the listed team members become unavailable due to circumstances beyond the Architect's control – e.g., extended illness or disability, death, or termination of employment, etc. Owner shall have the right to interview and select alternate team member(s) employed by the Architect to replace the unavailable team member. Architect shall agree to provide the services of the alternate team member(s) selected by Owner. Architect is not entitled to additional compensation for any such substitution(s) of the Project team members.

§ 2.4 Except with the Owner's prior knowledge and written consent, the Architect 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.

§ 2.5 Insurance. The Architect and, unless otherwise agreed to by the parties in writing, the Architect's Consultants and Subconsultants shall obtain and maintain the following insurance at no additional cost to the Owner during and for the duration of this Agreement. Insurance carriers providing the required insurance policies shall be authorized by the State of Michigan, have an A.M. Best's Rating of "A" or better, and be acceptable to the Owner. The Architect shall notify the Owner if, during the required coverage period, any of the required overage either becomes unavailable or the Architect's coverage deviates, or limits are eroded, from the requirements set forth under this Agreement and shall take necessary action to restore the required limits at the Architect's expense.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million and No / 100 Dollars ($ 2,000,000.00) for each occurrence and Four Million and No / 100 Dollars ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million and No / 100 Dollars ($ 1,000,000.00) per person and per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.2.1 Excess Umbrella Liability with policy limits of not less than Five Million and No / 100 Dollars ($ 5,000,000.00) for each occurrence and Five Million and No / 100 Dollars ($ 5,000,000.00) in the aggregate.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation that meets or exceeds the legal statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million and No / 100 Dollars ($ 1,000,000.00) each accident, One Million and No / 100 Dollars ($ 1,000,000.00) each employee, and One Million and No / 100 Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million and No / 100 Dollars ($ 2,000,000.00) per claim and Four Million and No / 100 Dollars ($ 4,000,000.00) in the aggregate, for liability arising out of any negligent acts, errors and omissions in the Architect, its employees, agents, and Architect's Consultants and Subconsultants rendering of or failure to render professional services under this Agreement.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability shall be endorsed to name the Owner and Plante & Moran Cresa, L.L.C. as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

See Certificate(s) of Insurance attached hereto as **Exhibit G**, including coverage for Professional Liability, and incorporated herein by reference. The Certificates shall be updated and provided to the Owner at least annually or as the prior Certificates expire.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The Owner may require additional proof of coverage in the form of a true and accurate copy of the polices of insurance, themselves. The maintenance of the insurance in strict compliance with the requirement of this Section 2.5 shall be condition precedent to Owner's obligation to make any payment under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty days prior to any cancellation, nonrenewal, or material modification of a policy.

§ 2.5.9 Except for Professional Liability Insurance which shall be maintained for a period not less than the applicable statute of limitation or statute of repose, the Architect shall maintain the insurance required under this agreement for the duration of the Agreement. If any of Architect's insurance policies are "claims-made" policies, Architect shall purchase, at its own expense, "tail" coverage in the event of a termination or disruption of such policy.

§ 2.6 The Architect represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and obligations under this Agreement and under the Contract Documents. Architect further represents, warrants, and acknowledges that: (a) it possesses a high level of experience and expertise in the design, business administration, design, and contract administration of public school facilities projects of similar or like size, complexity, and nature of the Project; (b) the Owner is relying on the Architect's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully

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perform the Services and its obligations under this Agreement; (c) the Architect will, in addition to the key team members, assign to this Project similarly qualified professional architect(s) and other professionals as needed to deliver quality performance; and (d) the compensation under Section 11.1 is adequate for the timely and quality performance of the Architect's Basic Services.

§ 2.7 The Architect and Architect's Consultants shall maintain all necessary licenses, permits or other authorizations necessary to act as licensed (or registered) design professionals for the Project until the Architect's and Architect's Consultants' duties hereunder have been fully satisfied.

§ 2.8 Architect's Consultants. The Architect shall not engage or permit to be engaged any Consultant to provide services under this Agreement, except as set forth in Section 1.1.11, without the Owner's prior written consent, which shall be given in the Owner's sole discretion. The Architect shall require provisions in any subcontract under this Agreement requiring the Architect's Consultants and Subconsultants to be bound to the Architect by the terms of this Agreement and assume toward the Architect all the obligations and responsibilities which the Architect assumes towards the Owner. Subcontracting any part of the Architect's services, or the Owner's approval of any subcontract, shall not in any way relieve the Architect of any liability or responsibility for the complete and proper performance of the services and any other obligations under this Agreement. Unless expressly agreed to in writing by the Owner prior to the Architect entering into a subcontract, the cost of any subcontract shall be borne by the Architect and shall not be passed to the Owner as a Reimbursable Expense.

§2.9 NOT USED

§2.10 Material Change in Circumstances. The Architect shall notify the Owner in the event of a potential or actual: (a) material change in ownership of the Architect; (b) intent to dissolve; or (c) intent to otherwise cease active participation in the Project's local marketplace (collectively a "Material Change in Circumstances"). A Material Change in Circumstances shall include any other change that could reasonably give rise to concern on behalf of the Owner regarding the Architect's ability or willingness to fulfill any of its obligations under this Agreement. In the event of a Material Change in Circumstances, the Architect shall provide any reasonable assurance or guarantee requested by Owner. Owner shall have the right to terminate this Agreement for cause in the event of a Material Change in Circumstances.

§2.11 Basic Compensation of the Architect and of the underlying school construction Projects will be financed through the Owner's issuance of General Obligation Unlimited Tax Bonds (the "Bonds"). The Architect shall not provide any further services beyond Pre-Bond Services until the Architect receives written notice from the Owner that the Owner has issued the above-referenced Bonds and authorizes the Architect to proceed under this Agreement, unless otherwise directed by the Owner in writing. Notwithstanding any other provision of this Agreement to the contrary, the Architect acknowledges that compensation of any services to be performed by the Architect is expressly contingent upon the Owner's issuance of General Obligation Unlimited Tax Bonds for all Projects. In the event that the Owner does not issue such Bonds, in the complete discretion of the Owner, the Owner may terminate this Agreement and the Owner shall not be responsible for compensating the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect shall provide all professional services necessary for the complete design and construction documentation of the Project necessary for the Owner's intended use and shall include, without limitation, civil engineering, structural engineering, mechanical engineering, electrical engineering, site landscaping design, interior design services, and any other Consultants or services required to a) produce a complete and accurate set of Construction Documents, and b) complete the Project. Such professional services shall fully indicate the requirements for the Work, whether or not those services are individually listed or referred to in this Agreement, with the only exceptions being: (a) the cost of those services that are provided by third parties that are expressly designated herein as being "the Owner's Responsibility" or "Owner-provided"; and (b) the cost of those engineering or consulting services that become necessary as a result of a written and material Owner-directed change in the Project scope affecting the Architect. Accordingly, the Owner and the Architect acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement that are reasonably incidental to, and are required for, the proper performance and provision of the Basic Services and Supplemental Services and are a necessary and inherent part of, or a necessary sub-part included within, the Basic Services and Supplemental Services. To the extent reasonably incidental to and consistent with the Basic Services and

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Supplemental Services such functions, responsibilities, activities, and tasks shall be deemed to be implied and included within the scope of the Basic Services and Supplemental Services to the same extent and in the same manner as if specifically described in this Agreement, at no additional cost to the Owner. Mechanical engineering shall include, but is not limited to, plumbing, heating, ventilating, air-condition (cooling), temperature controls, and fire-protection system design and coordination. Electrical engineering shall also include fire alarm design and information technology coordination. Also see **Exhibit A**, Menu of Services.

§ 3.1.1 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. The Architect shall coordinate the services provided by the Architect and the Architect's Consultants, and meetings and communications between the Architect, its Consultants, Owner, Owner's consultants and the Construction Manager.

§ 3.1.2 The Architect shall coordinate its services with those activities provided by the Owner and the activities of the Owner's other consultants. The Architect shall coordinate and assist the Owner in obtaining the information and services described in Sections 5.4 and 5.5. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness of information furnished by the Owner and the Owner's consultants upon the Architect's careful review of such and information. 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, and consistent with the Project's design milestones set forth in Section 1.1.4, the Architect shall submit for the Owner's approval and the Construction Manager's review, a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for design services furnished by the Architect, completion of documentation provided by the Architect, public utilities application and installation schedules, governmental agency review and permitting schedules, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants and vendors, and for approval of submissions by authorities having jurisdiction over the Project. Once accepted by the Owner in writing, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's written approval, the Architect may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made or given without the Architect's written approval. However, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency.

§ 3.1.5 The Architect shall, at the appropriate times and in coordination with the Construction Manager, contact the necessary governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall prepare the Contract Documents in accordance with all applicable design requirements imposed by those authorities and entities. Prior to commencing Schematic Design Services, the Architect shall obtain, and evaluate the accuracy of drawings or other information depicting the utilities servicing the Project site or which may be affected by the Project and shall advise the Owner on any apparent discrepancies or incomplete information and suggest additional testing or surveys which might be desirable to understand the existing conditions affecting the Project so as to assist in avoiding differing site condition claims arising during construction.

§ 3.1.6 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 assist the Owner in connection with any other services as requested by the Owner and governmental authorities having jurisdiction and/or reasonably required for the Project.

§ 3.1.7 As requested by the Owner or necessitated by the Project, the Architect shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program, cost, and aesthetics in developing the design for the Project. The Architect shall also consider value engineering proposals by the Construction Manager in the various phases of its design services.

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§ 3.1.8 Upon request of the Owner, the Architect shall make presentations to explain the design of the Project to representatives of the Owner and Construction Manager. When making such presentations, the Architect shall correlate the design to the Owner's established SLCW and schedule. If the Architect's estimated Cost of the Work and schedule (or the Construction Manager's estimated Cost of the Work and schedule, on which the Architect has collaborated) exceeds the Owner's established SLCW and schedule, the Architect shall also present remedies or alternative designs to bring the estimated Cost of the Work within the Owner's established SLCW and schedule without sacrificing the Owner's Program and intent of the Project as established in the Initial Information in Article 1.

§ 3.1.9 Subject to Section 5.16, the Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner and review by the Construction Manager. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design.

§ 3.1.10 Architect shall furnish to the Owner as part of its Basic Services a complete reproducible set of Record Drawings, and electronic files in AUTOCAD, or other file format acceptable to the Owner, prepared by the Architect, showing significant changes in the Project resulting from addenda, accepted or deleted alternates, field orders, construction change directives, bulletins, and/or from marked-up prints, drawings and/or other data generated by the Construction Manager during the course of construction of the Project. These drawings need not include minor changes in the routing of conduit runs and plumbing lines, the exact order of wiring, receptacles or lighting fixtures.

§ 3.1.11 The Architect's Basic Services includes providing service to investigate existing conditions in facilities and, if necessary, to make measured drawings and phasing drawings thereof with respect to demolition, facility renovation and addition. Where phased construction is planned or required, Architect's phasing drawings shall include interfacing of building systems and components during phased construction to maintain operation of building systems, building access and security, and site traffic and parking requirements as may be necessary.

§ 3.1.12 The Architect's Basic Services include design and layout of fixed furniture, furnishing, equipment, and apparatus within new construction and renovated areas.

§ 3.1.13 The Architect's Basic Services include such services made necessary by the default of the Construction Manager, or by major defects or deficiencies in the Work of the Construction Manager, provided that such defects or deficiencies are caused in whole or in part by an act or omission of the Architect.

§ 3.1.14 The Architect may render Instruments of Service using Building Information Modeling (BIM) that is fully compliant with the National Building Information Model Standard Project (NBIMS); and providing that all plans and details for the Project are completed and integrated using a common interoperability and fully compatible BIM platform, without exception. A common interoperability and fully compatible BIM platform shall mean that the BIM files must have full interoperability and transparent to users of Revit, Bentley, and other major BIM software. All plans and details shall mean all architectural and engineering drawings (building information), including, but not limited to, architectural, civil, structural, mechanical, electrical, fire-protection, information technology systems, low voltage systems, interior design, furniture, furnishing and equipment, landscape design, etc., that are prepared by the Architect and/or Architect's Consultants/Subconsultants.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review and analyze the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services and prepare designs and documents accordingly.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project considering the Owner's long term plans regarding facilities, systems, and equipment and shall arrive at a mutual understanding of such requirements with the Owner before proceeding with drafting the preliminary designs. The Architect shall notify the Owner of (a) any

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inconsistencies discovered in the information, and (b) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall incorporate the Owner's feedback in the design and documents.

§ 3.2.4 Based on the Project requirements established by the Owner's direction, the Architect shall prepare and present, for the Owner's approval and the Construction Manager's review, multiple preliminary designs illustrating the scale and relationship of the Project components. Approval by the Owner shall be deemed to be approval of the concept, though not the means, techniques, or particular material recommended by the Architect, unless the material or system is specifically required by the Owner.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and Construction Manager's review. 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 shall include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable 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.

§ 3.2.5.2 The Architect shall review with the Owner 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.

§ 3.2.6 The Owner intends to engage a Construction Manager (CMc) to assist with preconstruction activities including estimating the Cost of the Work. The Architect shall cooperate with and assist the Construction Manager with preparing an estimate of the Cost of the Work. The estimate shall include a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of services. This estimate shall be based on the Project's current area, volume, or other similar conceptual estimating techniques. If that estimate does not conform to the initial Owner-provided SLCW, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the current SLCW.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's written approval. Approval by the Owner shall be deemed to be approval of the concept, though not the means, techniques, or particular material recommended by the Architect, unless the material or system is specifically required by the Owner.

§ 3.2.8 In addition to the requirements set forth above, Architect's Schematic Design documents shall also include the minimum requirements for Schematic Design drawings and specifications described in **Exhibit B**, Design Phase Deliverables.

§ 3.2.9 If requested by the Owner, finalized plans shall be provided to the Owner in both reproducible drawing format digital format as specified by the Owner. Digital format shall include all of the following:

- **.1** Copies of all drawings in AutoCAD
- **.2** All digital files shall be presented on a flash drive in PDF format.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written 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 Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review.

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The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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 other such 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.

§ 3.3.2 The Architect shall cooperate with and assist the Construction Manager in providing an updated estimate of the Cost of the Work for the Owner's approval based upon the Design Development package produced by the Architect, with costs projected to the scheduled date of completion of the Procurement Phase Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the current SLCW.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any proposed adjustments to the estimate of the Cost of the Work, and request the Owner's written approval. Approval by the Owner shall be deemed to be approval of the concept, though not the means, techniques, or particular material recommended by the Architect, unless the material or system is specifically required by the Owner.

§ 3.3.4 In addition to the requirements set forth above, Architect's Design Development documents shall also include the minimum requirements for Design Development drawings and specifications described in **Exhibit B**, Design Phase Deliverables.

§ 3.3.5 If requested by the Owner, finalized plans shall be provided to the Owner in both reproducible drawing format digital format as specified by the Owner. Digital format shall include all of the following:

.1 Copies of all drawings in AutoCAD

.2 All digital files shall be presented on a flash drive in PDF format.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written 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 Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall consist of well-coordinated Drawings and Specifications setting forth in all sufficient detail the materials, systems, and all other requirements necessary for the complete construction of the Work. In order to perform the Work, the Construction Manager will provide supplemental information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Owner and Architect acknowledge that such supplemental information shall not relieve the Architect of its obligation to fully design and describe the Work.

§ 3.4.2 The Architect shall prepare Construction Documents that strictly conform with all applicable laws, codes, ordinances, regulations, and other requirements in effect at the time of permit issuance by applicable governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's Representative Consultant in the development and preparation of (a) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding forms; (b) the form of agreement between the Construction Manager and Contractors; and (c) 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. The Architect shall not distribute any bidding or procurement information to any third party without the Owner's prior written approval.

§ 3.4.4 The Architect shall assist the Construction Manager in providing an updated itemized estimate of the Cost of the Work based upon the Construction Documents produced by the Architect, with costs projected to the scheduled date of completion of the Procurement Phase Services. If that estimate does not conform to the SLCW, as set forth

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in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the then-current SLCW. If the Owner has engaged a Construction Manager or estimator for pre-construction services on the Project, the Architect shall cooperate with, review, and assist such party in preparing any and all preconstruction estimates.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any proposed adjustments to the estimate of the Cost of the Work or SLCW, take any action required under Section 6.5, and request the Owner's approval. Approval by the Owner shall be deemed to be approval of the concept, though not the means, techniques or particular material recommended by the Architect, unless the material or system is specifically required by the Owner.

§ 3.4.6 If phasing of construction is required for the Project, the Construction Documents shall also include necessary phasing plans and specifications.

§ 3.4.7 The Architect shall be responsible with the assistance of the Owner for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Owner shall have the final authority as to which governmental authorities have jurisdiction over the Project as well as the extent to which they have jurisdiction over the Project. As such, the Architect shall only file with governmental authorities those documents the Owner concurs should be so filed.

§ 3.4.8 If requested by the Owner, finalized plans shall be provided to the Owner in both reproducible drawing format digital format as specified by the Owner. Digital format shall include all of the following:

- **.1** Copies of all drawings in AutoCAD
- **.2** All digital files shall be presented on a flash drive in PDF format.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall cooperate with and assist the Owner in establishing a list of prospective bidders. Following the Owner's approval of the Construction Documents, the Architect shall cooperate with and assist the Owner and its Construction Manager in (a) obtaining competitive bids; (b) confirming responsiveness of bids; (c) determining the successful bids, if any; and, (d) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements, bidding information, bidding forms, and proposed contract forms, General and Supplementary Conditions, Specifications, and Drawings and all other necessary Contract Documents. The bidding and contract forms shall use the unabridged AIA Contract Documents, modified as necessary and as appropriate.

§ 3.5.2.2 The Architect shall cooperate with and assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- **.5** participating in selection interviews and negotiations with prospective contractors, and major subcontractors, vendors and suppliers; and following up with preparing a summary report of the interviews and negotiation results; and
- **.6** recommending awards to the Owner. When recommending awards to the Owner, it is the Architect's responsibility to confirm to the Owner in writing that the successful bidder is the "lowest responsible bidder" as that term is used in Attorney General Opinion, 1959-60, No. 3303, Vol. 1, p. 169.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.2.4 Upon issuance of Construction Documents for bidding, the Architect shall provide, at no cost to the Owner, the Construction Manager, or the bidders upon request, necessary usable AutoCAD drawings and BIM (when used/if applicable) files in order to facilitate dimension and quantity take-offs, overlay of fire suppression systems, communication, annunciation and security systems, and furniture layout, etc. Architect shall be able to protect the AutoCAD and BIM files so that information cannot be altered for purposes other than to facilitate the bidding process.

§ 3.5.3 NOT USED

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified and incorporated into this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract for Construction, shall be enforceable under this Agreement to the extent that they are not inconsistent with this Agreement. The terms of this Agreement shall control any inconsistencies between this Agreement and the General Conditions of the Contract.

§ 3.6.1.2 The Architect shall at all times be a representative of the Owner, act in the Owner's best interest, and 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 Construction Manager'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 and those of its employees, agents, and Architect's Consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work, except as required in Section 3.6.2. The Owner's approval, acceptance, use of, or payment for all or any part of the Architect's services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liabilities or the Owner's rights. Nothing contained in this Section shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

§ 3.6.1.3 Except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's Notice of Commencement to the Construction Manager and concludes on the date the Owner acknowledges and accepts the final Certificate for Payment issued by the Architect.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall assign a representative of the Architect to the Project who shall be present while Work is in progress, and on-site, in the Architect's professional judgment, as often as necessary and appropriate, to the stage of construction, to inspect the site and Work; to familiarize the Architect with the progress and quality of the Work; and to determine for the Owner's benefit and protection if the Work is proceeding in accordance with the Contract Documents and the construction schedule. A document or report shall be produced by the Architect subsequent to such inspections that either confirms or confutes the witnessed construction's compliance with plans and specifications requirements. The Architect acknowledges that the Architect shall visit the site while Work is in progress as part of its Basic Services not less than one (1) day per week. The Architect shall hold and attend construction progress meetings. On the basis of the Architect's on-site inspections, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall use reasonable care to guard the Owner against defects and deficiencies in the Work and against the Construction Manager's/Contractor's failure to carry out the Work in accordance with the intent of the Construction Documents and the construction schedule, and shall provide prompt notice in writing to the Owner of any major or material deviations from the Contract Documents in the Work. The Architect shall provide services at no additional cost, made necessary by major defect or deficiencies in the Work of the Construction Manager/Contractor(s) which, through reasonable care, should have been discovered by the Architect and promptly reported to the Owner and the Construction Manager/Contractor(s), but which the Architect failed to so discover and/or report. Additionally, any design or Specification error furnished by the Architect shall be promptly corrected by the Architect at no cost to the Owner.

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For purposes of this Agreement, the term "inspect" shall be defined as the evaluation of construction and materials used therein, sufficient to permit the Architect to render his or her professional opinion as to the Work conforming with the Contract Documents.

§ 3.6.2.2 The Architect shall make timely recommendation to the Owner regarding the rejection of the Work that does not conform to the Contract Documents. Unless directed otherwise by the Owner, if the Owner does not reject non-conforming Work, the Architect shall demand in writing that the Construction Manager bring the non-conforming Work into compliance with the Contract Documents; and, if the Construction Manager's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reason for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Construction Manager; and (d) what actions by the Owner and/or Construction Manager are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and advise the Owner of its interpretation of matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Nothing in this Agreement, nor in the A201-2007, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the requirements indicated in, or reasonably inferable from, the Contract Documents and shall be made in writing or in the form of Drawings and with reasonable promptness.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's site visits, inspections, observations, and evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The Architect's certification for payment shall constitute a representation that the Architect believes it has a sufficient basis for certification. The foregoing representations are subject to (a) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (b) results of subsequent tests and inspections, (c) correction of minor deviations from the Contract Documents prior to completion, and (d) specific qualifications expressed by the Architect in writing. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (a) reviewed construction means, methods, techniques, sequences, or procedures, or (b) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain an organized record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Construction

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Manager, or separate contractors or suppliers, while allowing sufficient time, in the Architect's professional judgment, to permit adequate review and approval. (See A201 for submittal processing flow chart and request for information processing flow chart)

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals (including Shop Drawings, Product Data, and Samples, etc.) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The Architect's review shall not be conducted for the purposes of confirming dimensions or quantities in those submittals except as to the extent that the Construction Manager has requested the assistance of the Architect to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarifications are needed. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

§ 3.6.4.3 Only with Owner's prior written approval, the Architect may issue Contract Documents that require the Construction Manager to provide certain professional design services or certifications. If the Contract Documents specifically require the Construction Manager 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the purpose of checking for conformance with information given and the design and performance criteria expressed in the Contract Documents. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility without the prior express written authorization of the Owner, which may be withheld for any reason.

§ 3.6.4.4 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 (RFIs). RFIs 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 shall acknowledge the receipt of each Construction Manager generated RFI within seven (7) days after receiving it. The Architect shall issue a written answer for each RFI simultaneously to the Construction Manager and Owner (along with all necessary descriptive drawings, specifications, and/or other documents) with the promptness necessary to avoid unnecessary delay or cost to the Project, but in no case more than ten (10) days after the RFI is received by the Architect. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the RFI.

§ 3.6.4.5 The Architect shall maintain an organized record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 Subject to the Owner's written approval, 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. All authorizations for minor changes in the Work shall be in writing, or confirmed by the Architect in writing within twenty four (24) hours of authorization of the change. The Architect shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect the Contract Time or Contract Sum. The Architect shall prepare Change Orders and Construction Change Directives (along with all necessary descriptive Drawings, Specifications, or other documents to fully describe any changes to the Work) for the Owner's approval and execution in accordance with the Contract Documents. Changes Orders and Construction Change Directives shall be issued in on the forms attached hereto as **Exhibits H and I**.

§ 3.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Construction Manager for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the

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requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied. (See A201 for change order processing flow chart)

§ 3.6.5.3 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, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Construction Manager, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Construction Manager.

§ 3.6.5.4 The Architect shall maintain a complete and organized set of Change Orders and records relative to changes in the Work.

§ 3.6.6.5 Prior to the termination of the Architect's services, the Architect shall be prepared to serve and shall serve when requested by the Owner as a witness in connection with any public hearing, arbitration proceeding, legal proceeding or administrative law proceeding to which the Owner or the Architect is a party concerning the Project as part of its Basic Services.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion, the date of final completion, and the resolution of Punchlist items and any other issues of non-conforming or incomplete work;
- **.2** issue a Punchlist of summarizing the findings of the inspection;
- **.3** when the necessary conditions of the Contract Documents are satisfied, issue Certificates of Substantial Completion on the form attached hereto as **Exhibit J**;
- **.4** collect, organize, and forward to the Owner, for the Owner's review and records, written warranties and all other related documents required by the Contract Documents and received from the Construction Manager; and,
- **.5** when in compliance with all requirements of the Contract Documents, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 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 Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Architect believes the work is substantially complete, the Architect shall advise the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Prior to the termination of the Architect's services, the Architect shall be prepared to serve and shall serve when requested by the Owner as a witness in connection with any public hearing, arbitration proceeding, legal proceeding, or administrative law proceeding to which the Owner or the Architect is a party concerning the Project as part of its Basic Services.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services and are required for the Project. The Architect shall provide the listed Supplemental Services designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.1. Unless otherwise specifically addressed in this Agreement, if the Architect is not designated as responsible for a Supplemental Service, it is not required to be provided by the Architect under the Agreement.

Supplemental Services	**Responsibility** *(Architect, by Others or not provided)*
§ 4.1.1.1 Programming	Architect's Basic Service
§ 4.1.1.2 Measured drawings	By Owner
§ 4.1.1.3 Existing facilities surveys	By Owner
§ 4.1.1.4 Site evaluation and planning	Architect's Basic Service
§ 4.1.1.5 Building Information Model management responsibilities	See Section 3.1.14
§ 4.1.1.6 Development of Building Information Models for post construction use	See Section 3.1.14
§ 4.1.1.7 Civil engineering	Architect's Basic Service
§ 4.1.1.8 Landscape design	Architect's Basic Service
§ 4.1.1.9 Architectural interior design	Architect's Basic Service
§ 4.1.1.10 Value analysis	Architect's Basic Service
§ 4.1.1.11 Detailed cost estimating beyond that required in Section 6.3	Architect to collaborate with Construction Manager
§ 4.1.1.12 On-site project representation	Architect's Basic Service
§ 4.1.1.13 Conformed documents for construction	Architect's Basic Service
§ 4.1.1.14 As-designed record drawings	Architect's Basic Service
§ 4.1.1.15 As-constructed record drawings	Architect's Basic Service
§ 4.1.1.16 Post-occupancy evaluation	Architect's Basic Service
§ 4.1.1.17 Facility support services	Not Provided
§ 4.1.1.18 Tenant-related services	Not Provided
§ 4.1.1.19 Architect's coordination of the Owner's consultants	Architect's Basic Service
§ 4.1.1.20 Telecommunications/data design	Architect to assist and coordinate
§ 4.1.1.21 Security design	Architect to assist and coordinate
§ 4.1.1.22 Commissioning	Architect to assist and coordinate
§ 4.1.1.23 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.24 Fast-track design services	Not Provided
§ 4.1.1.25 Multiple bid packages	Architect's Basic Service
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect to assist and coordinate
§ 4.1.1.28 Other services provided by specialty Consultants	
Other Supplemental Services	
§ 4.1.1.29 Phased Permitting	Architect's Basic Services
§ 4.1.1.30 Phased Occupancy	Architect's Basic Services

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service, identified in Section 4.1.1 as the Architect's responsibility, is provided in **Exhibit A**, Menu of Services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, as modified attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.1.

§ 4.2 Architect's Additional Services

The Owner may request Additional Services of the Architect. All Additional Service requests will be requested by the Owner in writing. Should the Owner request any service that the Architect believes to be outside the scope of the Basic Services or Architect assigned Supplemental Services the Architect shall, prior to commencing performance of those services, inform the Owner, in writing, of the Architect's belief that the services requested are Additional Services, and shall provide the Owner the proposed cost, schedule, and scope implication of those services. The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services authorized by Owner in writing in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services are not deemed authorized until an executed amendment, in the form attached hereto as **Exhibit D** is fully executed. If, however, services described under this Section 4.2 are required due to circumstances within the control of the Architect, such services shall be provided as a part of Basic Services. Notwithstanding any provision to the contrary, no compensation shall be paid to the Architect for Additional Services that became necessary as a result of the fault or professional negligence of the Architect or its agents, employees, or Consultants.

§ 4.2.1 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 Additional Services until the Architect receives a fully executed amendment to this Agreement authorizing the Additional Services. The following may constitute Additional Services:

.1 Services necessitated by a material and substantial change in the initially agreed upon Project scope (including changes in the Project size, quality, complexity, the Owner's schedule or budget for Cost of the Work, the SLCW, or procurement or delivery method) or previous instructions or approvals given by the Owner;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, after the publication of Construction Documents for permit is received (including changing or editing previously prepared Instruments of Service);

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to prior specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit;

.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 Preparation of design and documentation for an excessive amount of alternate bids proposed by the Owner;

.6 Except for the Architect's role as an Initial Decision Maker, and in accordance with Section 3.6.6.6, preparation for and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or,

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 NOT USED

§ 4.2.3 The Architect shall provide Construction Phase Services that substantially and pervasively exceed the limits set forth below as Additional Services. As a condition precedent to compensation for such Construction Phase Additional Services, the Architect shall notify the Owner prior to the limits below being reached:

.1 «Three» («3») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 «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

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.3 «Three» («3») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after (a) the date of Substantial Completion of the Work or (b) the initial date of Substantial Completion identified in the agreement between the Owner and Construction Manager, whichever is earlier, shall be compensated as Additional Services, but only to the extent the Architect incurs additional cost in providing those Construction Phase Services and only to the extent the Owner actually recovers such additional costs from the Construction Manager.

§ 4.2.5 If the services covered by this Agreement substantially extend past «sixty» («60») months from a) the date of the sale of the Bonds, b) if sold in separate series, from the date of the sale for that particular series, or c) the Substantial Completion Date in Section 1.1.4.3, through no fault of, or in any way caused by, the Architect, the extension and compensation of the Architect's services beyond that time shall be subject to negotiation as an Additional Service.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Acknowledging the Owner's status as a public body, and unless otherwise provided for under this Agreement, the Owner shall provide information requested by the Architect in writing 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. The failure by the Owner to furnish any information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time in which the Architect is to perform such duties unless the Architect provides timely notice to the Owner in writing that the lack of such information may, and to what extent, impede the progress of the Project. The Architect and Owner acknowledge that any information provided by Owner is subject to change and that the Basic Services and Supplemental Services, as well as the compensation provided herein, take such changes into account.

§ 5.2 The Architect shall perform its services so that the Project can be completed within the SLCW and the Construction Schedule. The Owner may choose to update the SLCW as it deems necessary throughout the duration of the Project. If the Owner significantly increases or decreases the SLCW, the Owner shall notify the Architect. The Owner and Architect may thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 NOT USED

§ 5.4 Subject to Section 3.1.2 and where necessary for the Architect's performance of its services, the Owner, with assistance from the Architect and Construction Manager, 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, if such surveys are reasonably required by the scope of the Project. 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, deed restrictions, boundaries and contours of the site, locations, overall dimensions, and significant landscape features, 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.

§ 5.5 Subject to Section 3.1.2 and where necessary for the Architect's performance of its services , the Owner, with assistance from the Architect and Construction Manager, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations, if such surveys are reasonably required by the scope of the Project.

§ 5.6 NOT USED

§ 5.7 NOT USED

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§ 5.8 Upon the Architect's request, the Owner shall furnish copies of the relevant portions of the scope of services in the contracts between the Owner and the Owner's consultants.

§ 5.9 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents. The Architect shall provide timely notice to Owner of any such required testing, inspection, or reporting services and shall review with the Owner, prior to publication of any Contract Documents for construction, any testing and such services required of the Owner under the Contract Documents.

§ 5.10 NOT USED

§ 5.11 The Owner shall endeavor to 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; but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation. Nothing in this Agreement shall be construed so as to require Owner to observe, inspect, investigate, or in any other way determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, the Work, the Project, or any services of the Architect or Architect's Consultants.

§ 5.12 The Owner shall endeavor to include the Architect in communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities.

§ 5.13 The Architect 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 Architect shall perform in a manner consistent with the obligations of the Architect as stated in this Agreement and in the General Conditions of the Contract for Construction, as amended. When requested by the Architect in writing, the Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect reasonable access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect reasonable access to the Work wherever it is in preparation or progress. While visiting the Project site, the Architect, its employees, agents, and Architect's Consultants acknowledge that the Construction Manager is responsible for construction site safety by enforcing safety rules and regulations. Architect, its employees, agents, and Architect's Consultants shall familiarize themselves, observe, and comply with such construction site safety rules. Prior to accessing and/or visiting the Project site, the Construction Manager may require the Architect, its employees, agents, and Architect's Consultants to attend a safety class or classes as required for construction site safety.

§ 5.15 NOT USED

§ 5.16 Notwithstanding anything to the contrary contained in this Agreement, Owner's review and/or approval of any documents or other matters required herein, shall be for the purpose of providing the Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents or designs. In no way should any review and/or approval Owner alter the Architect's responsibilities under this Agreement.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be inclusive of hard construction costs, Construction Manager fees, and costs but exclusive of all professional fees and costs, permits, testing, contingencies, technology, pavement, and roofing costs at this time. Once the selected Construction Manager is engaged, an updated Cost of the Work shall be established during the bidding process. Technology design services should not be included in the Architect's design services Scope of Work, except for coordination purposes.

§ 6.2 Evaluations of the Owner's SLCW, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by, or in consultation with, the Architect, represent the Architect's best judgment as an experienced design professional in the applicable marketplace familiar with the construction industry and in the design and construction of public school facilities. In the event the Architect does not have the necessary marketplace

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familiarity, the Architect, as part of its Basic Services, shall contract or consult with experts necessary to provide Owner the required best judgement of an experienced professional familiar in the market place. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Construction Manager's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Notwithstanding Architect's obligations under this Agreement including, but not limited to, Sections 1.1.3 and 6.5, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's SLCW for the Cost of the Work, or from any estimate of the Cost of the Work or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of the Work, the Architect shall determine what materials, equipment, component systems, and types of construction, including escalation, are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to recommend design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's SLCW. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. Such detailed estimates of the Cost of the Work shall be subject to the requirements of Article 6 of this Agreement.

§ 6.4 The Estimate of the Cost of the Work shall be projected to the scheduled date for the Project's completion. If the Work has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner (or if at any time the Architect is aware or becomes aware of any material changes in the construction market) the Architect shall advise the Owner as to any anticipated escalation or reduction in the Cost of the Work due to changes in construction market. Owner's SLCW for the Cost of the Work may, in the Owner's sole discretion, be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the estimated Cost of the Work exceeds any portion of the Owner's SLCW for the Cost of the Work, the Architect, without additional compensation from the Owner, shall analyze its design and make timely and appropriate recommendations to the Owner of more cost-effective ways to build and any other means of reducing cost. The Architect shall, as part of its Basic Services, implement any Owner approved recommendation. However, when at the end of the Construction Document Phase of Services the Cost of the Work or estimate of the Cost of the Work varies from the Owner's SLCW by more than ten percent (10%), or when the Cost of the Work or the estimate of the Cost of the Work exceeds the SLCW through, in whole or in part, the fault or negligence of the Architect, the Owner, in its sole discretion may elect one or more (or some combination thereof) of the following measures:

.1 modify the SLCW;

.2 direct the Architect to revise, at the Architect's expense, the design and/or Construction Documents in a manner that is acceptable to the Owner and that conforms to the SLCW;

.3 revise the program or the Scope of Work, in which case the any services necessary for the reissuance of design and/or Construction Documents shall be at the Architect's expense; or,

.4 terminate this Agreement, in which case the Architect shall be compensated as otherwise provided herein for Services properly performed through the date of termination less any costs and damages incurred by the Owner resulting from the Architect's failure to design in accordance with the SLCW. If the amounts remaining within fees due the Architect are insufficient to cover the Owner's aforementioned costs and damages, the Architect shall immediately compensate the Owner for the difference.

§ 6.6 If the Owner's SLCW for the Cost of the Work at the conclusion of any Phase is exceeded by the lowest bona fide bid, the Owner in its sole discretion may:

.1 give written approval of an increase in the SLCW;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 terminate in accordance with Section 9.5;

.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.

§ 6.7 If the Owner chooses to proceed under Sections 6.6.1 or 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's SLCW for the Cost of the Work or the SLCW as adjusted under Section 6.6.1.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Unless otherwise stated conspicuously in writing, the Architect warrants that in transmitting Instruments of Service, or any other information, the Architect is the originator of such information or has permission from the copyright owner to transmit such information for its use on the Project, or any subsequent projects. 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. Architect will not rely on any drawings or designs for the Project that are the subject of any copyright or patent held by any person other than the Architect without written notice to Owner and express written approval of the copyright or patent holder.

§ 7.2 All rights, title, and interest, including, without limitation, manufacturing, development and exploitation rights in and to all plans, data, Drawings, Specifications, ideas, data, scripts, sketches, designs, concepts, reports, documentation, and/or other work product (whether tangible or intangible,) produced by the Architect, its employees, agents, or the Architect's Consultants in connection with the Work or otherwise communicated by the Architect to Owner pursuant to this Agreement ("Instruments of Service") (excluding such portions as are part of and incorporated in the Architect's standard specifications and standard construction details, which portions of the Instruments of Service are not specific to this Project) are hereby assigned to Architect and shall at all times be and remain vested in Owner. For those documents which contain the Architect's, its employees, agents, or the Architect's Consultants' standard specifications and standard construction details, the Owner shall have a limited use license which will be limited only to the particular Project covered by this Agreement and future expansions and modifications to this Project. As long as the Owner uses the documents containing the Architect's, its employees, agents, or the Architect's Consultants' standard specifications and standard construction details solely for this Project, that use shall not be limited in any other manner. The Owner's obligation to pay the Architect for any services under this Agreement is expressly conditioned upon the Architect obtaining a valid written comprehensive assignment of all rights, title, and interest from its Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this section, which the Architect hereby assigns to the Owner. The Owner, in return, hereby grants the Architect and the Architect's Consultants a revocable, nonexclusive license for the limited purposes relating directly to the Architect's performance under this Agreement, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architects marketing material in accordance with Section 7.3 of this Agreement. The nonexclusive license shall terminate automatically upon termination of this Agreement for cause. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity, except that the nonexclusive license may be sub-licensed to the Architect's Consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The Owner may use the Instruments of Service as it determines, but the Architect, its employees, agents and the Architect's Consultants shall incur no liability for the Owner's use of the Instruments of Service other than in connection with the Project. In the event the Owner uses the Instruments of Service without retaining the Architect's services, the Owner releases the Architect, its employees, agents, and Architect's Consultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Architect, its employees, agents, and Architect's 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 modification and use of the Instruments of Service without the Architect's services under this Section 7.3. The terms of this Section 7.3 shall not apply if the Owner rightfully terminates this Agreement for cause.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purpose without the express written permission of the Owner.

§ 7.5 Architect shall deliver master reproducible Drawings and Specifications in electronic format when the design is approximately fifty percent (50%) complete and at the start of construction or at other times as determined by formal request from the Owner. Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, to the Owner upon completion of the Work hereunder, or upon the termination of this Agreement. In the event this Agreement is terminated by the Owner for any reason, Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, upon such termination;

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provided however, that Owner shall pay Architect for any undisputed amounts in accordance with Article 9 of this Agreement.

§ 7.6 The Architect shall use a CADD system for the preparation of all Instruments of Service in a manner consistent with such usage by comparable Architecture firms with expertise in projects similar in nature and scope to the Project. To facilitate the execution of the Project, the Owner and other parties performing work and services in connection with the Project shall, as requested by the Owner, have access to electronic files or, at the Owner's option, CADD files on electronic media ("CADD Discs") that can be reproduced with standard CADD equipment. Unless otherwise provided in this Agreement, if CADD technology is used by the Architect in connection with this Project, Architect shall retain all rights, title and interest in the CADD applications programs, electronic tapes, and disks related to the CADD applications programs. If Owner wishes to obtain a copy of any electronic media containing portions of Architect's design database pertaining to this Project for any reason, then Architect shall prepare a duplicate disk and deliver the same to Owner at no additional cost. Owner shall for obtaining any necessary copies of CADD applications programs for its own uses. Uses by the Owner include but are not limited to backgrounds for Contractor or subcontractor shop drawings, as-built drawings, Owner marketing and other Owner promotional materials. The Owner may, throughout the progress of the Project, request an "in progress" set of CADD Documents for all or any portion of the Project, and the Architect shall deliver the same to the Owner within three (3) business days of such request.

§7.8 No license is granted by this Agreement or otherwise allowing Architect or the Architect's Consultants to reproduce, distribute, modify, display, or otherwise use any Owner-related marks, logos, and graphics. The Architect hereby acknowledges that marks, logos, and graphics related to the Owner are valuable intellectual property, and that misuse or misappropriation of them will damage the Owner. Reproduction, display, distribution, modification, or any other use of Owner-related marks, logos, or graphics without the prior, express, and written permission of the Owner is prohibited. That permission may be refused or revoked for any reason, in the Owner's sole discretion.

§ 7.9 Except as otherwise stated in Sections 7.2 and 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Architect arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner and Architect shall commence all Claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and, except as provided herein, within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from 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 AIA Document A201–2007, General Conditions of the Contract for Construction, as amended for this Project. 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.

§ 8.1.3 Pending final resolution of any Claims, the Architect shall proceed diligently with the performance of its obligations under this Agreement and the Owner shall continue to make payment in accordance with the Agreement on all items not in dispute or subject to a Claim.

§ 8.1.4 The Architect shall initiate by written notice, any Claims for an increase to the Architect's compensation, and obtain Owner's written approval, prior to providing any Additional Services or incurring any related costs related to Additional Services unless the Claim for Additional Services relates to an emergency imminently endangering life or property. In the case of Additional Services related to such an emergency, the Architect shall initiate a Claim by written notice to the Owner no later than twenty one (21) days after the event giving rise to such Claim.

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§ 8.2 Alternative Dispute Resolution

§ 8.2.1 Within ten (10) business days of receipt of a written notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by escalating the Claim to persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement (Negotiation). If the parties agree on the method of resolving such claim, such method shall be embodied in a written agreement signed by the Owner and the Architect. Any Claim, dispute, or other matter in question arising out of or related to this Agreement and not resolved by Negotiation shall be subject to Alternative Dispute Resolution (ADR) as a condition precedent to binding dispute resolution.

§ 8.2.2 On those occasions when Negotiation does not resolve the Claim, the parties to this Agreement shall be compelled to seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

A. The parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to Section 8.2.1. The mediator shall render his/her decision within fourteen (14) days of said meeting;
B. The purpose of the mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award;
C. In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law; and
D. During the pendency of this alternative dispute resolution process, the parties agree that the statute(s) of limitations applicable to all Claims that are the subject of this process shall be tolled.

§ 8.2.3 The parties shall share the mediator's fee. The Alternative Dispute Resolution shall be held in the place where the Owner is located, as indicated on page one of this Agreement, unless another location is mutually agreed upon.

§ 8.2.4 If the parties do not resolve a dispute through Negotiation or Alternative Dispute Resolution pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[«X»] Litigation, unless otherwise mutually agreed to by the parties, subject to the venue requirements of Section 10.1

[« »] Other: *(Specify)* « »

§8.2.5 NOT USED

§ 8.3 NOT USED
§ 8.3.1 NOT USED

§ 8.3.2 NOT USED

§ 8.3.3 NOT USED

§ 8.3.4 NOT USED

§ 8.3.4.2 NOT USED

§ 8.3.5 NOT USED

§ 8.4 NOT USED
§ 8.4.1 NOT USED

§ 8.4.2 If errors and omissions in the Project are detected in the Plans and Specifications before Work is bid, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by the

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Architect. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner. If, however, the error or omission is not detected until the Construction Phase, and if correction of the error or the incorporation of the omitted item or feature should reasonably been provide by the Architect in the Documents, then the cost of re-design and any removal and/or reconstruction required to begin incorporation of the omitted item or correction of an error shall be borne by the Architect. In the case of an omitted item, the Owner shall bear the cost of the item as if the item had been included in the original Construction Documents.

§ 8.4.3 NOT USED

§ 8.4.4 NOT USED

§8.4.5 NOT USED

§8.5 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement (except for non-payment due to a disputed invoice or Claim) within thirty (30) business days of the receipt of written notice of such nonpayment, such failure shall be considered substantial nonperformance and cause for the Architect to suspend performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ten (10) business days' written notice to the Owner to cure 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. Upon payment to the Architect of all undisputed sums due prior to suspension, the Architect shall immediately resume its services. If the Project is suspended for more than one hundred eighty (180) days, the Architect shall be reimbursed for any actual additional out-of-pocket costs incurred by the Architect (minus any profit) as a direct result of the suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than one hundred eighty (180) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice to the Owner.

§ 9.4 NOT USED

§ 9.5 This Agreement may be terminated by the Owner, with or without cause, for Owner's convenience upon written notice to the Architect. Should the Owner terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.6 In the event of a termination, the Architect shall be compensated for services performed prior to termination, including Reimbursable Expenses reasonably incurred prior to termination. If at the time of termination the Architect's compensation is based on a percentage of the Cost of the Work, the Architect shall be compensated for services performed prior to termination based of the lesser of the SLCW, current estimated Cost of the Work, Contract Sum of the Contract for construction, or current Guaranteed Maximum Price of the Cost of the Work, multiplied by the applicable percentage fee and the applicable percentage of services completed at the time of termination based on the schedule of values in Section 11.5.

§ 9.7 In the event of a termination, Owner's sole responsibility shall be to pay the Architect in accordance with Section 9.6 for services performed and accepted prior to termination, without waiver of damages, if any, flowing from Architect's acts, errors, or omissions. If this Agreement is terminated due to the Architect's failure to substantially perform in accordance with the terms of this Agreement, the Architect shall receive no fees or Reimbursable Expenses other than those due for services actually rendered, without negligence, prior to the date of termination.

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§ 9.8 NOT USED

§ 9.9 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 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Michigan without regard to any conflict of law principles. In the event the parties resort to litigation, the parties hereby (a) irrevocably consent and submit to the jurisdiction of any Federal, state, county or municipal court sitting in the State of Michigan, County of Wayne, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement; (b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (c) irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding; (d) agree that the laws of the State of Michigan shall govern without regard to any conflict of law principles; and (e) agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon. The Architect shall incorporate the requirements of this choice of law and forum selection clause into all agreements with consultants, engineers, and other persons or entities (of any tier) providing Project-related services who, as Project participants, are in direct or indirect privity with the Architect.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, as modified for the Project, unless a contrary definition is set forth herein or inferable herefrom, and the terms of this Agreement shall control any inconsistency between this Agreement and General Conditions of the Contract.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. The Architect may not assign its interests or obligations under this Agreement without the express written consent of the Owner, which consent may be withheld by the Owner for any reason. The Owner reserves the right, upon notice to the Architect, to assign this Agreement to an institutional lender providing financing for the Project or to any other persons or entities who are ready and capable of performing the Obligations under the Agreement.

§ 10.4 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 seven (7) 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 seven (7) 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.

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

§ 10.5.1 The Owner shall enjoy the same benefits and rights as to the Architect's Consultants as the Architect enjoys with respect to its Consultants. That Architect shall enter into written contracts with its Consultants and engineers that impose upon its Consultants the same duties and obligations to the Owner as the Consultant has to the Architect. Should the Owner terminate this Agreement with the Architect, the Architect shall, upon Owner's written request, assign such Consultant agreements as directed by the Owner. Such assignment shall not change the fact that the Owner has no obligation to pay the Architect's Consultants any amounts whatsoever, except prospective fees expressly agreed to in writing by the Owner after Owner's acceptance of an assignment of the Architect's Consultant agreements. The Architect shall provide the Owner copies of any agreement entered into by the Architect pursuant to this Agreement or the Project.

§ 10.6 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

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form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances or regulated substances or wastes (collectively referred to as "Hazardous Materials"), except as described in this Section. It is, however, acknowledged by the Architect that the Owner has disclosed to it that the school buildings and facilities which are the subject of the architectural services to be provided by the Architect may contain Hazardous Materials. It is further acknowledged that in implementing the construction Projects which may result from the Architect's services, as herein defined, the removal or treatment of such Hazardous Materials may become necessary before any construction is commenced. Should the Architect become aware of the presence of Hazardous Materials on the Project site, it shall immediately report that presence to the Owner in writing. The Architect shall not knowingly specify in the Project Construction Documents or approve the use of any asbestos containing building material (ACBM) or any known hazardous building materials to be used in the construction of the Project. Upon the issuance of the Final Certificate for Payment, the Architect shall require the Construction Manager to certify to the Owner and Architect that no ACBM or any known hazardous building materials were used in the construction of the Project. The Architect shall be responsible to the Owner if and to the extent, after recognizing the presence and general location of Hazardous Materials that were pre-existing at the Project site or generated during construction, or after it should have recognized such presence and general location, it exacerbates such contamination.

§ 10.7 Only upon the written consent by the Owner, which may be withheld for any reason, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information. The Architect shall furnish to the Owner, without charge, copies of all such materials for Owner's use as well as the Owner's review and approval prior to any publication. This Section 10.7 shall survive the termination of this Agreement.

§ 10.8 CONFIDENTIALITY. By entering into this Agreement, the Architect agrees to the following Confidentiality Agreement:

.1 The Architect shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project, except: (a) with prior written consent of the Owner, (b) information which has become part of the public domain prior to the date of the Agreement, (c) information which becomes part of the public domain by means other than an unauthorized act or omission of the Architect, or (d) as may be required to perform the Work or by any Applicable Law or to its professional advisors or lender (all of whom shall be required to maintain such information in confidence).

.2 The Architect shall promptly upon the request of the Owner return and surrender to the Owner the original or legible copies of any materials, records, notices, memoranda, recordings, Drawings, Specifications and mock-ups and any other documents furnished by the Owner.

.3 The Architect shall maintain, and shall cause all members of the design and consulting team, their directors, officers, employees, agents, and Contractors to maintain, during and after the term of the Agreement, the confidentiality of all trade secrets, know-how, confidential data or other proprietary information of the Owner when designated as such and shall not use such information for any purpose whatsoever except for uses permitted by above Section 10.8.1.

.4 The Architect shall not identify, either expressly or by implication, the Owner, or its corporate affiliates, or use any of their trademarks, trade names, service marks, other proprietary marks, or reference the Services performed under the Agreement, in any advertising, press releases, publicity matters, or other promotional materials without the Owner's prior written approval.

.5 The Architect shall not, without the express written consent of the Owner, discuss the Work or any part thereof with persons under circumstances in which such communications can reasonably be expected to be published in newspapers, magazines or trade journals or broadcast on radio or television. This restriction shall not apply to statements consistent with a crisis management plan development and agreed to by both parties with respect to the Work. This restriction also shall not apply to any fair response by the Architect to publicity released by the Owner that is detrimental to the reputation of the Architect. Any such contact shall be referred to the Owner for response. Further, without the Owner's consent, the Architect shall not participate in professional or trade seminars or publish or submit articles for publication, the subject of which is, in whole or in part, the Work. Any such proposed article or publication shall be submitted to the Owner for review and approval, which shall not be unreasonably withheld.

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.6 The Architect shall cause all members of the design and consulting team to specifically acknowledge that the provisions of this Section 10.8 are binding upon them.

.7 If the Architect becomes legally compelled to disclose any information concerning the Work, the Architect shall provide the Owner verbal and written notice prior to disclosure so that the Owner may have the opportunity to seek a protective order or other appropriate remedy. In the event that a compelled disclosure is made by the Architect, the Architect agrees to produce only that portion of information which the Architect is legally obligated to disclose.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate, nor be construed as, a continuing waiver.

§ 10.9 INDEPENDENT CONTRACTOR. This Agreement shall not render Architect or any of its personnel or Consultants, an employee, partner, agent, or joint venturer with Owner for any purpose. Architect is, and will remain, an independent contractor in its relationship to the Owner. The Owner shall not be responsible for withholding taxes with respect to the compensation of the Architect. The Architect shall have no claim against the Owner hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services and Supplemental Services described under Articles 3 and 4, the Owner shall compensate the Architect as follows:
A fixed fee of _____ Dollars ($_____). Reimbursable Expenses shall be a Not-to-Exceed amount of _____ Dollars ($____) for expenses incurred by the Architect directly related to the Project.

§ 11.2 NOT USED

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
Depending on the nature of the request, and upon mutual agreement by the parties, compensation for Additional Services shall be on a stipulated sum or hourly basis as provided in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's Consultants, when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Two and One Half	percent (	2.50	%)
Construction Phase	Twenty	percent (	20	%)
Punchlist and Closeout	Two and One-Half	percent (	2.50	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the lesser of the Cost

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of the Work or SLCW. Compensation for previously completed Phases of Services shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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 by the Architect in accordance with this Agreement for those portions of the Project except to the extent the reduction in project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the Project in accordance with the SLCW. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed by the Architect in accordance with this Agreement whether or not the Construction Phase is commenced except to the extent the reduction in Project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the project in accordance with the SLCW.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's Consultants 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.)*

See **Exhibit E** – Unit and Hourly Rate Schedule

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses, when indicated under Sections 11.1 or 11.3 are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's Consultants directly related to the Project, as follows:

- **.1** Not Used
- **.2** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.3** Printing, reproductions, plots, and standard form documents except for Architect's internal use, Owner reviews, agency approvals, public utility companies use and permitting;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner in writing and not included in the Basic or Supplemental Services; and
- **.8** All taxes levied on professional services and on reimbursable expenses that are enacted subsequent to the execution of this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's Consultants plus zero percent (0%) of the expenses incurred.

§11.8.3 The Architect shall not be entitled to any reimbursement for Reimbursable Expenses in excess of Five Hundred and No/100 Dollars ($500.00) without the Owner's prior written authorization.

§ 11.9 NOT USED

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars ($ 0) 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 first, and if necessary, subsequent invoices.

§ 11.10.1.2 NOT USED

§ 11.10.2 Progress Payments

§ 11.10.2.1 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 sixty (60) days after the date on which the Owner receives an adequately documented invoice 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.

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Prime interest rate as published in the Wall Street Journal on first day of the month when owed payment becomes delinquent; however, shall not exceed six percent (6%) per annum.

§ 11.10.2.2 The Owner may withhold, without the Architect stopping or in any other way disrupting its services or the Project, any disputed sums or sums subject to a Claim under Section 8.4 of this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 To the fullest extent possible, the provisions of this Agreement, including the Exhibits, General Conditions, Supplementary Conditions, and all other documents constituting the Agreement shall be deemed to supplement and complement each other. In the event there is any conflict between this Agreement and AIA Document A201-2007, as amended for the Project and set forth in Section 13.2, the terms of this Agreement shall prevail. In the event of any other ambiguity between provisions of the Contract Documents, the ambiguity will be resolved by giving effect to the most stringent provision (i.e., the provision, which requires the highest standard of performance by the Architect).

§ 12.2 The Architect shall provide immediate written notice to the Owner if the Architect becomes aware of any defect, or omission (or potential defect, or omission) in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 12.3 The Owner and Architect acknowledge and agree that each have participated fully in the negotiation and preparation of this Agreement and that this Agreement shall not be more strictly construed against either party.

§12.4 Indemnification

§ 12.4.1 The Architect shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Architect's performance of the services pursuant to this Agreement and/or from Architect's violation of any of the terms of this Agreement, including, but not limited to: (a) the negligent acts or willful misconduct of the Architect, its officers, directors, employees, successors, assignees, contractors, Consultants and agents; (b) any breach of the terms of this Contract by the Architect, its officers, directors, employees, successors, assignees, contractors, Consultants and agents; (c) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the services; or (d) any breach of any representation or warranty by the Architect, its officers, directors, employees, successors, assignees, contractors, Consultants and agents under this Agreement. The Architect shall notify the Owner by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Owner may be entitled to indemnification under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement and shall not be limited by the Architect's Insurance obligations contained in this Agreement.

§ 12.4.4 The indemnity provisions of the previous section in this Article 12 shall not be construed so that one provision cancels, limits, or abrogates the indemnities and protections afforded the Owner in the others; and duties of the Architect to indemnify, defend, and hold the Owner harmless in each of those sections shall be construed cumulatively.

§ 12.5 The Architect shall implement a management control system for the design and construction of the Project using to support such functions as planning, organizing, scheduling, budgeting, reporting construction progress and expenditures, accounting, documentation, identifying variances and problems, decision making, and decision implementation. The data provided by the management control system must be timely, must be responsive to the needs of management at all levels, and must be fully capable of providing a sound basis for management decisions.

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The Owner plans to utilize e-Builder, a construction program management data platform, on the Project to provide document control, RFI, Change Orders, Applications for Payment, lien waivers, project budget and invoices, project schedule, and project cost-to-complete, etc. Architect shall cooperate with the Owner to ensure full [electronic format] compatibility to properly upload the Architect's design documents and construction contract administration documents and data onto the Owner's platform.

§ 12.6 AUDIT RIGHTS

§ 12.6.1 Owner reserves the right to request supporting documentation for all amounts charged to Owner. Records will be subject to audit at any time during the term of this Agreement and for a period not to exceed seven (7) years after any amount is billed. Within thirty (30) days of receiving a request, Architect will furnish to Owner original invoices to support all charges and complete payroll records to support labor charges. Owner reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Agreement, both direct and indirect costs, including overhead allocations as they may apply to costs associated with this Agreement. If requested by Owner, Architect will provide supporting records in a computer readable format as well as a hard copy.

§ 12.6.2 If an audit reveals overcharges, Architect will reimburse Owner upon demand for the amount of such overcharges plus interest thereon from the date paid by Owner through the date of reimbursement at a rate equal to two percent (2%) above the rate announced from time to time by The Wall Street Journal for such period as its "Prime Rate".

§ 12.6.3 The terms and provisions of this section 12.6 shall survive the expiration or termination of this Agreement.

§ 12.6.4 Architect shall preserve the Records for a period of seven (7) years after Final Payment, or for such longer period as may be required by law.

§ 12.6.5 Architect shall cause the provisions of this Article to be incorporated into the provisions of each Consultant Agreement. Each Consultant Agreement shall provide that Owner shall have the right, upon reasonable notice to Architect and Consultant, to audit all such Records and accounts required to be maintained by Consultant in accordance with this Agreement.

§ 12.7 Notices

All notices, requests, consents and approvals which are required or permitted by this Agreement shall be in writing and as follows:

If to Owner:	Attention: Lisa Abbey Deputy Superintendent for Business and Support Services «Grosse Pointe Public School System »« » «389 St. Clair » «Grosse Pointe, MI 48230 »
With Copies to :	Attention: Robert Stempien Plante & Moran Cresa, L.L.C 26300 Northwestern Highway; Suite 120 Southfield, MI 48076
If to Architect:	Attention: [NAME] [COMPANY NAME] [ADDRESS] [ADDRESS]
With copies to:	Attention: [NAME] [COMPANY NAME] [ADDRESS] [ADDRESS]

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§ 12.7.1 All such notices, requests, consents, and approvals shall be deemed to be given when delivered, if personally delivered, or upon receipt (as evidenced by the date set forth on the return receipt), if sent by certified mail or overnight delivery service.

§ 12.8 The Architect's duties and obligations imposed by the Agreement and Owner's rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 12.9 NOT USED

§ 12.10 Public Body The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Architect. The Architect, assisted by the Owner's Representative Consultant, shall prepare and submit all recommendations, for which approval is required by the Owner, as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as modified

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified

.3 Exhibits:

Exhibit A – Menu of Services
Exhibit B – Design Phase Deliverables
Exhibit C – NOT USED
Exhibit D – Agreement Amendment Form
Exhibit E – Architect's Hourly Rates
Exhibit F – Detailed Description of the Project for the 2018 Bond Election, attached hereto by Reference as defined in the RFP dated November 1, 2018
Exhibit G – Architect's Certificate(s) of Insurance
Exhibit H – AIA Document G701-2017 Change Order
Exhibit I – AIA Document G714-2017 Construction Change Directive
Exhibit J – AIA Document G704-2017 Certificate of Substantial Completion

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)
« »

§ 13.3 To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

§ 13.4 This Agreement is not effective until it is signed by the Owner and the Architect. The effective date of this Agreement shall be the last date of execution.

OWNER *(Signature)*

ARCHITECT *(Signature)*

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EXHIBIT A

MENU OF SERVICES

A. PURPOSE. This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 2 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit A is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit A, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS. The following notations are applicable for each Menu item:

B: Basic Services
A: Additional Services
X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:
   - **B** Initial consultation in development of the Project.
   - **B** Preparation of compensation estimates and professional services agreement(s).
   - **B** Project-related research.
   - **B** Attend meetings.
   - **B** Communications, meeting minutes, and progress reports.
   - **B** Travel time.
2. Owner-supplied Data Coordination services consisting of predesign activities including:
   - **B** Review and coordination of data furnished for the Project as a responsibility of the Owner.
   - **B** Assistance to Owner in obtaining existing drawings and related data .
   - **B** Assistance to Owner in obtaining soils investigation services.
   - **B** Assistance to Owner in obtaining topographic survey(s).
   - **X** Assistance to Owner in obtaining Phase I, Phase II, and/or Baseline Environmental Assessment.
3. Facility Needs Study for each building and site in the District consisting of:
   - **B** Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
   - **B** Assist the Construction Manager with the Estimates of the Cost of the Work.
   - **B** Assist the Construction Manager with the Estimates of Equipment costs.
4. Programming services required to establish the following detailed requirements for the Project:
   - **B** Design objectives, limitations and criteria.
   - **B** Space requirements.
   - **B** Space relations.
   - **B** Number and functional responsibilities of personnel.

B Flexibility and expansibility.
B Special equipment and systems.
B Site requirements.

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:
   B Internal functions.
   B Human and vehicular flow patterns.
   B General space allocations.
   B Special facilities and equipment.
   B Flexibility and expansibility.
6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:
   B Photography or videography
   B Field measurements and review of existing drawings.
   B Analysis of existing architectural elements.
   B Analysis of existing structural capabilities.
   B Analysis of existing mechanical capabilities.
   B Analysis of existing electrical capabilities.
7. Project Budgeting services relating to development of a Predesign Phase Estimate of the Cost of the Work based on programming studies.
   B Assistance to Construction Manager in preparation and concurrence with various elements of estimates, by Project/facility, of Construction Cost, in conjunction with the Construction Manager.
   B Establishment of Contingency Budget.
8. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:
   B Board/Administration/Staff
   B Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:
   B Consultation.
   B Attend meetings.
   B Communications, meeting minutes, and progress reports.
   B Travel time.
2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:
   B Coordination between the architectural/engineering work of other involved disciplines for the Project.
   B Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:
   - **B** Agency consultations.
   - **B** Research and/or review of critical applicable regulations.
   - **B** Assistance in the preparation of written and graphic explanatory materials.
   - **B** Appearances on Owner's behalf at agency and Owner meetings.
4. Owner supplied Data Coordination services consisting of schematic design activities including:
   - **B** Review and coordination of data furnished for the Project as a responsibility of the Owner.
   - **B** Assistance in establishing criteria.
   - **B** Assistance in obtaining data.
5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:
   - **B** Conceptual site and building plans.
   - **B** Preliminary building elevations.
   - **B** Preliminary selection of building systems and materials.
   - **B** Development of approximate dimensions, areas and volumes.
   - **B** Perspective sketch(es).
6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
   - **B** A proposed structural system.
7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:
   - **B** Energy source(s).
   - **B** Energy conservation.
   - **B** Heating and ventilating.
   - **B** Air conditioning.
   - **B** Plumbing.
   - **B** Fire protection.
   - **B** Development of Commissioning Model
8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
   - **B** Power service and distribution.
   - **B** Lighting.
   - **B** Telephones.
   - **B** Fire detection and alarms.
   - **B** Security systems.
   - **B** Electronic communications.
   - **B** Special electrical systems.
   - **B** Technology infrastructure coordination.
9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:
   - **B** On-site utility systems.
   - **B** Fire protection systems.
   - **B** Drainage systems.
   - **B** Paving/site improvements.
10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.
    - **B** Furniture, furnishings and loose equipment layouts (not including preparing the bid documents for procurement of the same).

11. Materials Specifications consisting of:
    - **B** Identification of potential architectural materials systems and equipment.
    - **B** Coordination of similar work by other disciplines.
12. Statement of Estimated Cost of the Work consisting of development of an estimated Cost of the Work range for each Project based on the most recent schematic design studies.
    - **B** Assistance to Construction Manager in preparation and concurrence with various elements of estimates, by Project/facility, the Cost of the Work, in conjunction with the Construction Manager.
    - **B** Establishment of project Contingency Fund.
13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.
    - **B** Board/Administration/Staff
    - **B** Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the **Design Development Phase**, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:
    - **B** Consultation.
    - **B** Attend meetings.
    - **B** Communications, meeting minutes, and progress reports.
    - **B** Travel time.
2. Disciplines Coordination/Document Checking services consisting of design development activities for:
    - **B** Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
    - **B** Review and checking of documents prepared for the Project.
3. Agency Consulting/Review/Approval services consisting of design development activities including:
    - **B** Agency consultations.
    - **B** Research and/or review of critical applicable regulations.
    - **B** Assistance in the preparation of written and graphic explanatory materials.
    - **B** Appearances on Owner's behalf at agency and Owner meetings.
4. Owner supplied Data Coordination services consisting of design development activities including:
    - **B** Review and coordination of data furnished for the Project as a responsibility of the Owner.
    - **B** Assistance in obtaining data.
5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
    - **B** Plans, sections and elevations.
    - **B** Three dimensional sketches.
    - **B** Typical construction details.
    - **X** Study model(s).
    - **B** Materials selection.
    - **B** Equipment layouts.

6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:
   - **B** Basic structural system and dimensions.
   - **B** Structural design criteria.
   - **B** Foundation design criteria.
   - **B** Preliminary sizing of major structural components.
   - **B** Critical coordination clearances.
   - **B** Means and Methods development.
   - **B** Erection Sequencing Plan.
7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:
   - **B** Approximate equipment sizes and capacities.
   - **B** Preliminary equipment layouts.
   - **B** Required space for equipment.
   - **B** Required chases and clearance.
8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:
   - **B** Criteria for lighting, electrical and communications systems.
   - **B** Approximate sizes and capacities of major components.
   - **B** Preliminary equipment layouts.
   - **B** Required space for equipment.
   - **B** Required chases and clearances.
9. **B** Civil Design services consisting of continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.
10. Materials Specifications services consisting of activities by architectural personnel in:
    - **B** Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
    - **B** Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
    - **B** Coordination of similar activities of other disciplines.
    - **B** Production of design manual including design criteria and outline Specifications or materials list.
11. Statement of Estimated Cost of the Work consisting of updating and refining the Schematic Design Phase Statement of the Cost of the Work of the Project.
    - **B** Assistance to Construction Manager in preparation and concurrence with various elements of estimates, by Project/facility, of the Cost of the Work, in conjunction with the Construction Manager.
    - **B** Establishment of project Contingency Fund.
12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:
    - **B** Boards/Administration/Staff
    - **B** Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. Project Administration services consisting of construction documents administrative functions including:
   - **B** Consultation.
   - **B** Attend meetings.
   - **B** Communications, meeting minutes, and progress reports.
   - **B** Travel time.
2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:
   - **B** Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
   - **B** Review and checking of documents prepared for the Project.
   - **B** Coordination with Owner's asbestos/hazardous material abatement Consultant.
3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:
   - **B** Agency consultations.
   - **B** Research of applicable regulations.
   - **B** Appearances on Owner's behalf at agency and Owner meetings.
4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:
   - **B** Review and coordination of data furnished for the Project as a responsibility of the Owner.
   - **B** Assistance in establishing criteria.
   - **B** Assistance in obtaining data.
5. **B** Architectural/Engineering/Design services consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
6. **B** Structural Design services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
7. **B** Mechanical Design services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
8. **B** Electrical Design services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
9. **B** Civil Design services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
10. Materials Specifications consisting of activities of architectural personnel in:
    - **B** Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.
    - **B** Coordination of the development of Specifications by other disciplines.
    - **B** Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).

B Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).

B Assistance to Construction Manager of compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.

B Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.

B Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.

B Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated the Cost of the Work consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of the Cost of the Work of the Project.

B Assistance to Construction Manager in preparation and concurrence with various elements of estimates, by Project/facility, of Cost of the Work, in conjunction with the Construction Manager.

B Establishment of project Contingency Fund.

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B Boards/Administration/Staff

B Citizen committee(s).

G. Procurement Phase

In the **Procurement Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Cost of the Work.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B Consultation.

B Attend Meetings.

B Communications, meeting minutes, and progress reports.

B Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B Coordination.

B Reproduction.

X Distribution and distribution records.

B Providing reproducible Drawings and Technical Specifications to the Construction Manager for use during Bidding Phase.

3. **B** Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

4. Bidding/Negotiations services consisting of:

B Assistance to Owner in establishing list of Bidders.

B Assistance to Owner in preparation/release of Advertisement for Bids.

B Participation in pre-bid conferences.

B Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.

B Attendance at bid opening(s).
B Documentation and distribution of bidding results to Owner.

5. **B** Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
6. Bid Evaluation services consisting of:
   - **B** Assistance in receipt of Bids or proposals.
   - **B** Participation in reviews of Bids or proposals.
   - **B** Evaluation of Bids or proposals and report to Owner of findings.
   - **B** Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.
7. Construction Contract Agreements services consisting of:
   - **B** Assistance in the notification of Contract award(s).
   - **B** Assistance in preparation of construction contract Agreement forms for approval by Owner.
   - **B** Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).
   - **B** Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.
   - **B** Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.

H. CONSTRUCTION PHASE

In the **Construction Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:
   - **B** Consultation.
   - **B** Attend Meetings.
   - **B** Communications, meeting minutes, and progress reports.
   - **B** Travel time.
   - **B** Coordination of multiple-prime construction contracts.
2. Office Construction Administration services consisting of:
   - **B** Processing of submittals, including receipt, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
   - **B** Distribution of submittals to Owner, Contractor and/or Architect/Engineer's representative as required.
   - **B** Maintenance of master file of submittals.
   - **B** Related communications.
3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.
   - **X** Continuous Project Representative(s) (Checking of this service will require negotiation of the parties relative to paragraphs 2.6.5, 3.2 and Article 11-Compensation).
   - **B** Periodic Project Representative(s)(see Paragraph 2.6.5).
4. Coordination services relating to independent inspection and testing agencies, consisting of:
   - **B** Administration of field testing required by the Contract Documents.
   - **B** Arranging for and coordination of testing and inspection on Owner's behalf.
   - **B** Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

5. Supplemental Documents services consisting of:
   - **B** Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
   - **B** Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
   - **B** Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.
6. Quotation Requests/Change Orders services consisting of:
   - **B** Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
   - **B** Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
   - **B** Review and recommendations relative to changes in time for Substantial Completion.
   - **B** Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
   - **B** Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
   - **B** Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.
7. **B** Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.
8. Cost of the Work Accounting services consisting of:
   - **B** Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
   - **B** Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
   - **B** Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.
9. Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
   - **B** A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
   - **B** Issuance of Certificate(s) of Substantial Completion.
   - **B** Recommendations of the amount(s) to be withheld until final completion.
   - **B** Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
   - **B** Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
   - **B** Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
   - **B** Field inspection(s) with the Owner's representative to verify final completion of the Work.
   - **B** Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
   - **B** Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Project basis.

1. Project Administration services consisting of post construction administrative functions including:
   - **B** Consultation
   - **B** Attend Meetings.
   - **B** Communications, meeting minutes, and progress reports.
   - **B** Travel time.
2. Maintenance and Operational Programming services consisting of:
   - **B** Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
   - **B** Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
   - **B** Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.
3. Start-Up Assistance services consisting of:
   - **B** On-site observation and assistance in the operation of building systems during initial occupancy.
   - **B** Assistance and coordination of remedial work by the Contractor(s) after final completion.
4. Record Drawings services consisting of:
   - **B** Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
   - **B** Transmittal of record drawings to the Owner.
5. Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:
   - **B** Warranty items in defect.
   - **B** Defective work and/or materials under contract requirements.
   - **B** Incomplete work by the Contractor under contract requirements.
   - **B** Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:
   - **X** Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
   - **A** Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.
2. Model Construction services consisting of preparation of:
   - **A** Large scale block model(s) of structure(s) designed for the Project.
   - **A** Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:
   - **B** A given planning and design solution for the Project.
   - **B** Alternative planning and design solutions for the Project.
   - **B** Selected systems, subsystems or building components proposed for the Project.
4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:
   - **B** Black and white elevation view(s).
   - **B** Black and white perspective view(s).
   - **B** Elevation view(s) in color.
   - **B** Perspective view(s) in color.
5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:
   - **B** Preparation of special brochures and/or promotional pieces.
   - **B** Assistance in production and distribution of promotional materials.
   - **B** Presentations at public relations and/or promotional meetings.
6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.
   - **B** Acoustics/Theatre/Sound Engineering.
   - **B** Audio-Visual.
   - **B** Communications.
   - **B** Educational Technology System Design (Owner contracts directly, Architect coordinates).
   - **B** Landscape Architecture and Athletic Facilities.
   - **B** Kitchen Consultant
   - **X** Roofing Consultant
   - **B** Surveys - Land and Topographical (Owner contracts directly, Architect coordinates).
   - **B** Soils/Foundations (Owner contracts directly, Architect coordinates).
   - **B** Traffic/Parking.
7. **B** Value Analysis services consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.
8. **B** Architect will include Drawings and Specifications that outline quantity of materials and components that are required for the actual construction of the Projects.
9. Energy Study services consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's consideration.
   - **B** Construction Phase
   - **B** Post-Construction Phase
10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:
    - **B** Design and documentation.
    - **B** Specifications or standards.
    - **B** Management of procurement.
    - **B** Coordination of installation.
    - **B** Architect will assist the Owner with the procurement of loose furniture acquired through a public bid process.
11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.
    - **B** During Project phases
    - **A** Post-Construction phase

END OF EXHIBIT A

EXHIBIT B consisting of 10 pages, referred to in and part of the **Agreement between Owner and Architect** dated _____.

Initials

Owner: _____

Architect: _____

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	**1.** Scope of work narrative **2.** Comparison of capacities (see "Building Interior" for area comparison) to program **3.** List of applicable building codes on drawing title sheet **4.** List of anticipated building code variance requests **5.** Code Abstract – a compilation of all the applicable codes, regulations, ordinances, etc., that are required by governmental agencies having jurisdiction over the Project.	**1.** Description of construction phasing **2.** Description of any proposed occupancy within construction area **3.** Building code review (describe means of compliance for major code issues and building systems) **4.** Description of water & vapor characteristics of roof & exterior walls **5.** Design intent document (rough draft)	**1.** Documentation on drawings as required by building codes. If multiple bid packages, clear indication of scope of each release **2.** Identification of construction phasing, including temporary requirements during each phase **3.** Design intent document (completed design)
SPECIFICATION	**1.** System & material narrative description	**Design Development** **1.** Outline specification w/same section numbering as final	**1.** Complete specification including draft front end documents **2.** List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products **3.** For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items **4.** For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware.

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
SITE	**Site plan(s), to include the following:** **1.** Existing conditions **2.** Building outline(s) **3.** Future expansion **4.** Site entrance **5.** Roads & driveways **6.** Parking locations **7.** Bus stop/shelter (if required) **8.** Loading dock location **9.** Waste/recycling collection locations **10.** Walkway locations **11.** Stairway locations	**Schematic Design** **1.** Demolition **2.** Emergency telephones **3.** Utility requirements **4.** Site utilities **5.** Preliminary grading plan **6.** Soil retention work, if needed **7.** Storm water management plan **8.** Preliminary site lighting layout **Design Development** **1.** General dimensions & elevations **2.** Permanent exterior signage **3.** Parking/roadway plans & elevations **4.** Vehicle & pedestrian traffic controls **5.** Grading plan **6.** Lighting plan **7.** Concept details of site fixtures & equipment **8.** Utility plans, elevations & details **9.** Sanitary sewer flow calculations **10.** Plan to address existing hazardous/contaminated materials, if applicable **11.** Soil erosion and sedimentation control plan (for both construction and occupancy) **12.** Calculation of site and disturbed areas **13.** Dewatering plan	**1.** Extent of construction area **2.** Area traffic plan, if existing roads/walks are impacted **3.** Site development phasing Construction site access **4.** Staging area **5.** Construction signage **6.** Site details, including landscape **7.** Pipe sizes **8.** Connection details **9.** Copy of local government review comments on utilities and modifications in right(s)-of-way **10.** Photometrics of proposed site lighting **11.** Protection requirements for construction, plantings that remain

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
LANDSCAPING	**1.** Landscaping concept	**Schematic Design** **1.** Existing conditions **2.** Existing irrigation **Design Development** **1.** Planting plan **2.** Irrigation plan	**1.** Existing tree protection **2.** Soil preparation & planting specifications **3.** Guying diagrams **4.** Piping diagrams **5.** Pipe sizes **6.** Landscape and irrigation details and legends
STRUCTURAL		**Schematic Design** **1.** Structural scheme **2.** Written description **Design Development** **1.** Foundation plan **2.** Typical floor framing plan **3.** Framing plan(s) at unique features **4.** Main member sizing **5.** Structural sections	**1.** Definition of control joints **2.** Beam, column & slab schedules **3.** Mechanical and electrical concrete housekeeping pads **4.** Foundation details **5.** Structural details **6.** Structural notes Calculations
BUILDING EXTERIOR ENVELOPE	**1.** Typical elevations **2.** Fenestration layout **3.** Material designations **4.** Overall conceptual building cross-sections	**Schematic Design** **1.** Overall building cross-sections **2.** Roof layout **3.** Energy code requirements **Design Development** **1.** All building elevations w/dimensional heights **2.** Typical wall sections **3.** Parapet & coping details **4.** Roof & drainage plan **5.** Exterior door details **6.** Typical window details **7.** Details of unique features **8.** Expansion joint locations **9.** Large scale building cross-sections	**1.** Roof-mounted equipment **2.** Roof details **3.** Exterior details **4.** Flashing details **5.** Control joint definition & details

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
BUILDING INTERIOR	**1.** Typical floor plans (min 1/16" scale) **2.** Area use identification & area in square ft. **3.** Locate Mechanical, electrical & other service closets & rooms **4.** Circulation paths **5.** Area tabulations compared to program requirements **6.** Show flexibility for expansion & alterations	**Schematic Design** **1.** Typical floor plans (min 1/16" scale) w/ legends **2.** Demolition plans **3.** All room numbers **4.** Mechanical, electrical & other service closets & rooms **5.** Area tabulations compared to **6.** Program requirements **7.** Preliminary layout of major spaces w/ fixed equipment **Design Development** **1.** All floor plans (min 1/16" scale) **2.** Enlarged plans at elevation changes (such as stairs) **3.** Enlarged plans at toilet rooms **4.** Reflected ceiling plans **5.** Wall types, fire ratings, smoke control zones **6.** Plan to address existing hazardous materials, if applicable **7.** Fixed seating **8.** Defined seating, serving, & kitchen facilities **9.** Equipment & furniture layouts **10.** Important interior elevations **11.** Details of unique features **12.** Details of fixed equipment **13.** Preliminary finish schedule **14.** Preliminary door schedule **15.** Informational signage	**1.** Dimensioned floor plans Enlarged plans **2.** Partition details **3.** Interior details **4.** Interior elevations **5.** Finish schedules **6.** Door & hardware schedules **7.** Room signage **8.** Schedule of proposed movable equipment that is NOT indicated on documents (for reference) **9.** Schedule of lab fixtures (turrets, etc.), if relevant

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
ELEVATORS	**1.** Elevator location(s)	**1.** Equipment room location(s) **2.** Elevator shaft section **3.** Equipment description	**1.** Dimensioned plans **2.** Sections & details of hydraulic cylinder, if applicable **3.** Description of shaft sump pit(s) **4.** Elevator car & equipment support details **5.** Description of controls & fixtures **6.** Door & frame details **7.** Interior details including lighting
HVAC		**Schematic Design** **1.** Identify all systems **2.** One-line flow diagrams **3.** Exterior equipment locations **4.** Air intake & discharge locations **5.** Mechanical legend **6.** Special occupancy zones **7.** Energy code requirements **Design Development** **1.** Updated design criteria for each mechanical system (including room T&H specs, NC levels, etc) One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems **2.** Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" **3.** Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains **4.** Plans indicating shaft, chase, recess requirements	**1.** One line flow diagrams for all mechanical systems: chilled water, etc. **2.** Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels. **3.** Phoenix valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #). **4.** Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
HVAC (cont.)		**5.** Duct layout for typical spaces **6.** Equipment schedules (major equipment) **7.** Equipment locations (with enlarged mechanical plan(s)) **8.** Control diagrams (concept form) for all mechanical and plumbing systems **9.** Description of major sequences of operation **10.** Central automation operation **11.** M/E smoke control scheme **12.** Preliminary calculations	**5.** Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas. **6.** In common mechanical space, indication of space zoning by system **7.** Connection to fire alarm & campus control systems **8.** Equipment details, including structural support requirements **9.** Penetration details **10.** Installation details **11.** Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system **12.** Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring **13.** Detailed sequences of operation **14.** Design calculations

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
PLUMBING & PIPING	**1.** Restroom location(s)	**Schematic Design** **1.** Main water supply **2.** Plumbing legend **Design Development** **1.** Updated design criteria for each plumbing system (including set points, water quality levels, etc.) **2.** One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems **3.** Piping plans (domestic & process) with indication of required service access areas **4.** Water header diagram **5.** Central cooling water header diagram **6.** Steam header diagram **7.** Steam metering concept	**1.** Water riser diagram, including assumed fixture counts per floor connection **2.** Waste and vent riser diagrams including assumed fixture counts per floor connection **3.** Radiation riser diagram **4.** Central cooling water riser diagram **5.** Chilled water riser diagram **6.** Riser diagrams of other plumbing systems, such as natural gas and pure water Foundation drains **7.** Pipe sizes **8.** Typical plumbing details, including structural support requirements **9.** Water heating piping detail **10.** Coil piping detail **11.** Convector piping detail **12.** Penetration details **13.** Design calculations
FIRE PROTECTION (MECHANICAL)		**Schematic Design** **1.** Report documenting adequacy of utility **2.** Connection to utility **3.** Location of sprinkler valve **4.** Sprinkler legend **5.** Optional Fire Protection systems **Design Development** **1.** Riser diagram **2.** One-line layout **3.** Fire pump sizing calculations	**1.** Fire protection service entrance details **2.** Fire protection plans (including header and riser layout) with indication of any required service access areas **3.** Pipe sizes **4.** Typical sprinkler installation details, including structural support requirements **5.** Penetration details **6.** Design calculations

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
LIGHTING		**1.** Typical lighting plans **2.** Fixture/switching layout **3.** Fixture types & schedule **4.** General light fixture descriptions **5.** Light level calculations **6.** Energy code requirements	**1.** Lighting plans, including control devices, switching and circuiting **2.** Control diagrams **3.** Installation details, including structural support requirements **4.** Design calculations **5.** General notes on conduit and wire sizes for all lighting branch circuits.
ELECTRIC POWER DISTRIBUTION		**Schematic Design** **1.** One-line diagrams **2.** Electric vault locations **3.** Exterior equipment locations Electric closet(s) location(s) **4.** Electric legend **Design Development** **1.** Normal power riser diagram with circuit breaker & fuse sizes **2.** Emergency power riser diagram with circuit breaker & fuse sizes **3.** Grounding riser diagrams **4.** List of equipment on emergency power **5.** Emergency generator layout **6.** Equipment layout/sizes, w/receptacles **7.** Panel locations/ schedules **8.** Load estimates **9.** Plan for temporary power during construction	**1.** Load summary **2.** Panel schedules **3.** Details of power service to building **4.** Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting. **5.** Plans and details of emergency power generation system and controls **6.** Connections to other building systems, including fire alarm & HVAC systems **7.** Details of special terminal devices **8.** Conduit and wire sizes for services, feeders, and special branch circuits **9.** General notes on conduit and wire sizes for 20 amp single phase branch circuits **10.** Grounding details **11.** MCC details **12.** Penetration details **13.** Design calculations

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
FIRE ALARM		**Schematic Design** **1.** Connection to Dept of Public Safety **2.** Panel locations **Design Development** **1.** Riser diagram **2.** Fire alarm zones **3.** Smoke zones **4.** Device locations	**1.** Indication of connection to fire alarm, HVAC & central campus monitoring systems **2.** Connection details
COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO & A/V SYSTEMS)		**Schematic Design** **1.** Building & local distribution **2.** Frame closet locations & size **3.** Cable tray locations **Design Development** **1.** Riser diagrams **2.** Voice/data utility outlet locations **3.** Conduit and cable tray plans **4.** Material cut-sheets **5.** Description of audio/visual systems **6.** Audio/visual equipment locations (indicate hangers, cabinets & connection boxes)	**1.** Communications plans that indicate the location of all voice, data & video outlets **2.** Details of telecommunications service to building **3.** Backboard layout & connection diagrams **4.** Cable schedule **5.** Connection details **6.** Structural support requirements **7.** Audio/visual equipment list **8.** Audio/visual system riser diagram(s)
SECURITY SYSTEMS		**1.** General security / CCTV system description **2.** General description of card access system **3.** Security system riser diagrams **4.** Security equipment locations **5.** Card access equipment closet layout & elevations	**1.** Riser diagrams **2.** Equipment closet layout & elevations **3.** Concealed and exposed raceways **4.** Installation details
OTHER GRAPHICS	**1.** Two (2) 24 x 36 color renderings		

ITEM	PHASE ONE PROGRAMMING AND CONCEPTUAL DESIGN PHASE	PHASE TWO DETAILED DESIGN PHASE* (Includes Detailed Schematic Design and Design Development)	PHASE TWO CONSTRUCTION DOCUMENT PHASE*
MODELS (AS OUTLINED IN RFP)	**1.** Programming RAM Model **2.** Quality Model **3.** Environmental Model **4.** Site Model		
COST	**1.** Preliminary cost estimate (system-by-system acceptable)	**1.** Updated cost estimate by materials (*collaborate with Construction Manager*)	**1.** Updated cost estimate (*collaborate with Construction Manager*)
NOTES	• All movable furnishings & artwork are considered to be independent of the Architectural design project • Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work. • No individual volume of drawings is to exceed 25 lbs in weight. No individual specification book volume is to exceed three		

*** THE FOLLOWING ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE.)**

***Note**: The Architect shall provide the Owner, Owner Representative, and Construction Manager an electronic progress set of design documents, which shall include but not be limited to Drawings and Specifications, at a minimum on a bi-weekly basis. The purposes of the progress design documents are to keep all parties informed of the Architect's progress and to allow the Construction Manager to review and render continuing feedback of project cost/budget based on the Architect's progress.*

This First Amendment to the Agreement between the Architect and Owner, is made this _____ day of _____, 2018 (the "Effective Date"). This Second Amendment modifies, is attached to, and made part of that certain Agreement between the Owner and Architect for professional services related to the Project dated _____ 201 as previously amended by Amendment No. __ dated _____, 2018 (collectively the "Agreement").

Specific Project Data

PROJECT:

_____

DESCRIPTION:

_____.

OWNER:

_____

ARCHITECT:

_____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

Draft - Not For Execution

1. **Change in Services of Architect:** The Owner and Architect hereby agree to amend the Architect's services as follows:

   No Change

2. **Owner's Responsibilities:** The Owner and Architect hereby agree to amend the Owner's responsibilities as follows:

   No Change

3. **Times for Rendering Services:** The Architect shall render the services set forth herein in accordance with the schedule set forth below:

Change in Service	Commencement Date	Completion Date
No Changes		

4. **Payments to Architect:**

   A. Owner shall compensate Architect for changes to the Architect's services as follows: (use only fields necessary)

Change / Service	Compensation Method *(Lump Sum, Hourly, etc.)*	Compensation Amount
	Not-to-Exceed	$
	Total	**$**

   B. In accordance with Section 4.A of this Amendment, the Architect's total compensation under the Agreement is hereby modified as follows:

1. Architect's Original total authorized compensation under the Agreement	$
2. Value of previous amendment(s) to the Architect's total authorized compensation under the Agreement	$0.00 ☐ Increase ☐ Decrease
3. Total value of changes in total authorized compensation under the Agreement included in this First Amendment	$.00 ☐ Increase ☐ Decrease
Amended total authorized compensation under the Agreement	**$**

5. **Consultants:** The Architect agrees to engage the following sub-consultants in accordance with the terms of the Agreement:

   None

Draft - Not For Execution

6. Other Modifications to Agreement:

None

7. Attachments: The following Attachments are hereby incorporated into this Amendment:

None

8. Documents Incorporated By Reference: The following other documents are hereby incorporated by reference into this Amendment.

9. Other Provisions:

The amount of compensation and time change designated are the maximum agreed to by both the Owner and the Architect for this change in service. In consideration of the foregoing adjustments in Contract Time and Contract Sum, the Architect hereby releases Owner from all claims, demands, or causes of action arising out of the transactions, events and occurrences giving rise to this First Amendment. This written First Amendment constitutes the entire agreement between Owner and Architect with respect to the changes in the Architect's services and all other matters included herein.

Terms and Conditions: Execution of this First Amendment by Owner and Architect shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. The Agreement shall remain in full force and effect except as specifically modified herein. Architect is authorized to begin performance upon its receipt of a copy of this First Amendment signed by the Owner and Architect.

[SIGNATURES ON FOLLOWING PAGE]

Draft - Not For Execution

OWNER:

By: Do Not Execute This Draft Form

Name: _____

Title: _____

Date: _____

ARCHITECT:

By: Do Not Execute This Draft Form

Name: _____

Title: _____

Date: _____

Draft - Not For Execution

DRAFT

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Change Order

PROJECT: *(Name and address)*	**CONTRACT INFORMATION:**	**CHANGE ORDER INFORMATION:**
Grosse Pointe Public School System	Contract For: Date:	Change Order Number: 001 Date:
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	0.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	0.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	0.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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DRAFT

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Construction Change Directive

PROJECT: *(name and address)*

CONTRACT INFORMATION:
Contract For:
Date:

CCD INFORMATION:
Directive Number: 001
Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump Sum decrease of $0.00
- ☐ Unit Price of $ per
- ☐ Cost, as defined below, plus the following fee:
  (Insert a definition of, or method for determining, cost)
- ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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DRAFT

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Certificate of Substantial Completion

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CERTIFICATE INFORMATION:** Certificate Number: 001 Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first.
The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA4A)