

INSTRUCTIONS FOR USING THE MICHIGAN SCHOOL BUSINESS OFFICIALS (“MSBO”) PROTOTYPE FORM OWNER/ARCHITECT AGREEMENT WITH CONSTRUCTION MANAGER COORDINATION

Please be advised that the purpose of this Instruction Sheet is to explain to School District Owners how to properly utilize the MSBO prototype form – Owner/Architect Agreement with Construction Manager Coordination.

- The attached Agreement should only be used by an Owner who intends to use the services of a Construction Manager in conjunction with the services of its Architect.
- The MSBO prototype form – Owner/Architect Agreement with Construction Manager Coordination is intended to be used as an Addendum (“Addendum”) to the Standard Form of Agreement Between Owner and Architect Where the Construction Manager is NOT a Constructor – Construction Manager – Adviser Edition, AIA Document B141/CMa – Electronic Format, 1992 Edition (“Agreement”) which may be obtained from your Architect.
 1. Insert the Date of the Contract, Name of Owner, Name of Architect, Name of Construction Manager, Description of the Project (or insert “See Detailed Description of the Project” and attach the Description of the Project) on Page 1 of the Agreement.
 2. Insert the following language in Article 12 as Paragraph 12.1:

12.1 See Addendum attached hereto and incorporated herein by reference which amends this Agreement in its entirety, as if the same had been originally incorporated herein.
 3. Sign the Agreement on Page 12 and have the Architect sign the Agreement on Page 12, where indicated.
- The following Paragraphs within the Addendum must be reviewed, negotiated and filled-in prior to contract execution:
 1. Paragraph 2.6.23 – This language must be contained in the Bid Specifications for the Contractors.
 2. Paragraph 6.1 – Choose option A or B.
 3. Paragraph 11.2.1 – Insert amount of Basic Compensation.
 4. Paragraphs 11.3.1 and 11.3.2 – Attach list of Hourly Billing Rates for Additional Services (**Exhibit B**).

5. Paragraph 11.3.3 – Insert multiple (if any).
 6. Paragraph 11.4.1 – Insert multiple (if any).
 7. Paragraph 11.5.1 – Insert number of months (Note: The date of the Agreement, on Page 1, will impact this Paragraph).
 8. Paragraph 11.5.2 – Insert number of days.
 9. Paragraph 12.1 – Insert amounts of insurance (Note: The Owner’s Insurance Carrier and Risk Management Administrator should review the insurance provisions within the Addendum to ensure such insurance provisions are adequate to protect the interests of the School District Owner).
- The Addendum references an attached **Exhibit A**, the Menu of Services. The Menu of Services identifies items that have traditionally been designated as Basic Services. Such items have been “pre-designated” by inserting a “B” on the checklist. Prior to contract execution, an Owner must decide if any other items on the Menu should also be included as part of Basic Services and/or whether some “pre-designated” items should be removed and designated as either Additional Services or Services that are Not Required/Not Applicable.
 - The Addendum references, at Paragraph 12.5, a Team Responsibility Matrix. Such Matrix must be agreed to by the Owner, Architect and Construction Manager and attached to the Addendum. Also, the date of said Matrix must be inserted into Paragraph 12.5 prior to contract execution.
 - The following are optional clauses which may be negotiated with the Architect and inserted into the Addendum:
 1. Paragraph 1.1.1 – Key Personnel:

The Architect agrees to commit key individuals throughout the duration of the Project as identified in **Exhibit C** attached hereto. In this case, **Exhibit C** must also be attached.
 2. Paragraph 1.1.6 – Bond Contingency:

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”), if such election is successful.

Architect shall provide all services necessary to pre-qualify the Bonds with the Michigan Department of Treasury

pursuant to the State Loans to School Districts Act, MCL 388.921 et seq., and to assist the Owner in its bond election. Architect shall not provide any further services until Architect receives written notice from Owner that Owner has issued the above-referenced Bonds and authorizes Architect to proceed under the Agreement, unless otherwise directed by Owner in writing.

Notwithstanding any other provision of this Agreement to the contrary, Architect acknowledges that compensation for any services to be performed by Architect is expressly contingent upon Owner's issuance of General Obligation Unlimited Tax Bonds. In the event that Owner does not issue such Bonds, in the complete discretion of Owner, Owner may terminate this Agreement and Owner shall not be responsible for compensating Architect.

If you choose this option, Paragraph 11.5.1 should be modified to read as follows:

“If the Basic Services covered by this Agreement have not been completed within _____ (____) months from the date of the sale of the Bonds, and if sold in separate series, from the date of the sale for that particular series, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as provided in Subparagraphs 10.2.3 and 11.3.2.”

3. Paragraph 2.5.1 – Lowest Responsible Bidder:

When recommending awards to the Owner, it is the Architect’s responsibility to confirm 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.

4. Paragraph 2.5.1 – Arbitration:

All references to Arbitration shall be removed from each AIA type contract prepared including, but not limited to, Arbitration language within the Standard Form of Agreement Between Owner and Contractor and the General Conditions of the Contract for Construction.

5. Paragraph 12.1 – Indemnification:

Additionally, the Architect agrees to indemnify, defend and hold harmless the Owner, its successors, assigns, employees

and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) the negligent acts or willful misconduct of the Architect, its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Architect; or (iii) any breach of any representation or warranty by the Architect under this Agreement. The Architect agrees to notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement.

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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 Conferences.
 - B Communications 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.
 - Assistance to Owner in obtaining soils investigation services.
 - Assistance to Owner in obtaining topographic survey(s).
 - 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:
 - Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
 - Estimate of construction costs.

- ___ Estimate of Furniture and Equipment costs.
 - ___ Consultation with and recommendation for selection of projects to be included in the bond issue application.
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.
 - ___ 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.
 - ___ Human and vehicular flow patterns.
 - B General space allocations.
 - ___ 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 Construction Cost(s) based on programming studies.
- B Assistance to Construction Manager in preparation and concurrence with various elements of Project Budget. -or-
 - ___ Establishment of Contingency Budget.
8. Bond Issue Application services relating to Michigan Treasury Department's Application for Preliminary Qualification of Bonds.
- B Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for preparation of Application.
 - Compilation and preparation of:
 - B Summary of Estimated Costs for all Construction Projects Proposed in this Application form.
 - B Summary-Existing and Proposed School Plant form.
 - B Project Cost Calculation form.
 - B Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
 - B Site Acquisition and Development form.
 - B Certifications of forms prepared by Architect.
 - B Attendance with Owner at all Treasury Department preliminary qualification meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:
 - B Board/Administration/Staff
 - ___ 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 Conferences.
 - B Communications 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:
 - ___ Conceptual site and building plans.
 - ___ Preliminary building elevations.
 - B Preliminary selection of building systems and materials.
 - ___ Development of approximate dimensions, areas and volumes.
 - ___ 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.

- Heating and ventilating.
 - Air conditioning.
 - Plumbing.
 - Fire protection.
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:
- Power service and distribution.
 - Lighting.
 - Telephones.
 - Fire detection and alarms.
 - Security systems.
 - Electronic communications.
 - Special electrical systems.
 - Technology infrastructure coordination.
9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:
- On-site utility systems.
 - Fire protection systems.
 - Drainage systems.
 - 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.
- Furniture, furnishings and loose equipment layouts.
11. Materials Specifications consisting of:
- Identification of potential architectural materials systems and equipment.
 - Coordination of similar work by other disciplines.
12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.
- Assistance to Construction Manager in preparation and concurrence with various elements of Project Budget. -or-
 - Establishment of project Contingency Fund.
13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.
- Board/Administration/Staff
 - 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:
- Consultation.

- B Conferences.
- B Communications 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:

<u>B</u> Plans, sections and elevations.	<u>B</u> Materials selection.
___ Three dimensional sketches.	___ Equipment layouts.
___ Typical construction details.	
___ Study model(s).	
- 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.
- 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.
 - ___ 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.
 - ___ 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.
 - Production of design manual including design criteria and outline Specifications or materials list.
11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.
 - B Assistance to Construction Manager in preparation and concurrence with various elements of Project Budget. -or-
 - 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
 - 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 Conferences.
 - B Communications 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 in preparation of the 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 Construction Cost services 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 Construction Cost of the Project.
 - B Assistance to Construction Manager in preparation and concurrence with various elements of Project Budget. -or-
 - ___ 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
 - ___ Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation 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 Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:
 - B Consultation.
 - B Conferences.
 - B Communications and progress reports.
 - B Travel time.
2. Bidding Materials services consisting of organizing and handling Bidding Documents for:
 - B Coordination.
 - B Reproduction.
 - _____ 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 CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration 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 Conferences.
 - B Communications 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.
 - ___ 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:
 - ___ 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. Construction Cost 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
 - ___ Conferences
 - ___ Communications and progress reports.
 - B Travel time.
- 2. Maintenance and Operational Programming services consisting of:
 - ___ Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
 - ___ Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
 - ___ Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. Start-Up Assistance services consisting of:
 - ___ 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:
 - ___ Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
 - ___ 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:
 - ___ Large scale block model(s) of structure(s) designed for the Project.
 - ___ 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:
 - ___ A given planning and design solution for the Project.
 - ___ Alternative planning and design solutions for the Project.
 - ___ 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:
 - ___ Black and white elevation view(s).
 - ___ Black and white perspective view(s).
 - ___ Elevation view(s) in color.
 - ___ Perspective view(s) in color.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:
 - ___ Preparation of special brochures and/or promotional pieces.
 - ___ Assistance in production and distribution of promotional materials.
 - ___ 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.
 - ___ Acoustics.
 - ___ Audio-Visual.
 - ___ Communications.
 - ___ Educational Technology System Design.
 - ___ Landscape Architecture.
 - ___ Surveys - Land and Topographical.
 - ___ Soils/Foundations.
 - ___ Traffic/Parking.
7. ___ 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. ___ Quantity Survey services consisting of a detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.
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.
 - ___ Construction Phase
 - ___ 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:
 - ___ Design and documentation.
 - ___ Specifications or standards.
 - ___ Management of procurement.
 - ___ Coordination of installation.
 - ___ Purchase on the Owner's behalf.
11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.
 - B** ___ During Project phases
 - ___ Post-Construction phase

END OF EXHIBIT A

EXHIBIT B
HOURLY BILLING RATES

EXHIBIT C
KEY PERSONNEL