

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees or agents and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted in writing by mutual agreement of the parties as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

1.1.4 Any other Paragraph in this Agreement, the Construction Documents or any other document to the contrary notwithstanding, all services provided by the Architect under this Agreement shall be performed in a reasonably prompt manner and in accordance with the standard of reasonable care and skill exercised by an architect of recognized experience and expertise similar to Architect's in the design and construction of public school facilities. Architect shall be responsible for the degree of care and skill for all services provided hereunder whether such services are provided directly by Architect, by Architect's employees or agents, or by any consultants hired by Architect.

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 Public Act No. 306 of 1937, MCL 388.851 et seq. and Public Act No. 299 of 1980, MCL 399.2011. 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.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraph 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical, civil and electrical engineering services and any other engineering and design services necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraph 2.4. Exhibit A, attached hereto, describes the engineering and design services which shall be provided by Architect, and further distinguishes whether such services shall be deemed Basic or Additional Services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review and analyze the program furnished by the Owner 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, and shall commit the Architect's understanding of the Owner's programming requirements to writing and shall prepare and submit a copy of such understanding to the Owner for approval before proceeding with drafting the preliminary designs.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, Project schedule, and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project; however, the Architect's opinions regarding construction of the Project shall not be construed as an assumption of those duties imposed upon the Contractor with respect to means, methods, techniques, sequences of construction or safety.

2.2.4 Based on the mutually agreed-upon program, Project schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components, and shall prepare for review by the Owner a preliminary estimate of the "Construction Cost" as that phrase is defined in Article 5 of this Agreement. Design Documents shall comply with applicable laws, statutes, regulations, ordinances, codes, orders, rules and regulations in existence as of the date of the development of the Documents. These requirements shall not apply to elements of the Project which are not within the scope of the Architect's services. 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.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, Project schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, civil and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner in writing of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project, including, but not limited to, the work required for the architectural, structural, mechanical, civil, electrical, plumbing, service-connected equipment and site work, and the necessary General Conditions of the Contract. The Architect shall provide the services of professional structural, mechanical, civil, electrical and other engineers, qualified by training and experience in their respective fields, as needed, to address the requirements of the Project; shall submit a list of the names of the engineers to be employed by the Architect to the Owner, in advance, for the Owner's review and approval, which approval shall not be unreasonably withheld, and shall require such professional engineers to place their seal, name and signature on the Drawings and Specifications prepared by them. Said Construction Documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Approval by the Owner shall not constitute approval of the means, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

2.4.2 The Architect in consultation with the Owner, shall prepare the necessary bidding information, bidding forms, the Conditions of the Contract, which shall be subject to review and approval by the Owner and/or the Owner's legal counsel. Additionally, the Architect after consultation with the Owner, shall prepare a final estimate of the Construction Cost as defined in Article 5 of this Agreement.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 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.

2.4.5 The Architect shall include in the bidding information, plans or Specifications, a requirement that the successful Contractor(s) shall provide operation manuals to the Owner and shall provide adequate training for the Owner in the operation of any and all facility systems including mechanical, civil, electrical, heating and/or air conditioning systems, and any and all systems necessary for the operation of the building installed by the Contractor(s).

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction, which contracts shall be subject to review and approval by the Owner's legal counsel.

2.5.2 In the event that the lowest bid (or bids) relative to any Project (or Projects) exceed(s) the final estimates provided by the Architect, as approved by the Owner pursuant to Paragraph 2.4.2, the Architect, in consultation with and at the direction of the Owner, shall proceed in accordance with Paragraph 5.2.3 and 5.2.4 hereof, as part of the Architect's Basic Services with no additional cost to the Owner.

2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 Subject to the time limitations set forth in Paragraph 11.5.1, the Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of any Contract for Construction and terminates at the later of the issuance to the Owner of the final Certificate for Payment, or if extended under the terms of subparagraph 10.2.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, 1987 Edition, unless otherwise provided in this Agreement or as mutually agreed to by the Owner and Architect. The terms of this Agreement shall control any inconsistency between this Agreement and the General Conditions of the Contract.

2.6.3 Duties, Responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

2.6.4 The Architect at all times shall be a representative of and shall advise and consult with the Owner. The Architect shall have authority to act on behalf of the Owner

only to the extent provided in this Agreement unless otherwise modified by written instrument. The Owner's instructions to the Contractor shall be forwarded through the Architect.

2.6.5 The Architect shall assign a representative of the Architect to the Project who shall be present while Work is in progress, and as often as necessary and appropriate to the stage of construction (with particular emphasis on structural work), 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 intent of the Contract Documents and construction schedule. The Architect shall attend construction progress meetings. On the basis of the Architect's on-site inspections as an architect, 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 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 Contractor(s) which, through reasonable care, should have been discovered by the Architect and promptly reported to the Owner and 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.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, except to ensure that the Work is in accordance with the Contract Documents, as set forth in Paragraph 2.6.5 hereof. Except as provided in this Agreement, the Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents, and shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. 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. Safety precautions and programs in connection with the Work are solely the Contractor's responsibility under the Contract for Construction. Nothing contained in this Paragraph shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

2.6.7 Both the Owner and the Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's inspections of the Work and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor. Said review and certification shall take place within 7 calendar days of the Architect's receipt of the Application.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's inspections at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to 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. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has reviewed construction means, methods, techniques, sequences or procedures, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 Where Work does not conform to the Contract Documents as determined by the Architect pursuant to the Architect's inspections required by Paragraph 2.6.5 hereof, the Architect shall promptly notify the Owner in writing of the Architect's intent to reject such Work and shall reject nonconforming Work unless the Owner stops the Architect in writing within twenty-four (24) hours after being notified. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Where such additional inspection and testing is to be at additional cost to the Owner, such additional inspection and testing is to be required by the Architect only upon advance notice and approval by the Owner. 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 Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the intent of the Contract Documents and applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review and approval. Review and approval of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the

Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review and approval shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by the Contractor, shall not show partiality to either the Owner or the Contractor, and shall not be liable for results of interpretations or decisions so rendered in good faith and without negligence.

2.6.17 The Owner shall have final authority on questions relating to aesthetic effect if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect shall provide services to investigate existing conditions or facilities or to make measured Drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

2.6.20 The Architect shall provide coordination of construction performed by separate Contractors or by the Owner's own forces and coordination of services in connection with construction performed and equipment supplied by the Owner, including a complete Project schedule and establishing and conducting regular meetings between Contractors and the Owner. Such meetings shall be held throughout the entire Construction Phase of the Project and shall be for the primary purpose of assessing the progress of the Work of each Contractor and recommending to the Owner such remedial actions as are necessary to ensure required progress and completion in accordance with the construction schedule and within contract time. The Architect shall submit to the Owner and to the Contractors a full report of each such meeting as soon after the meeting as is practical.

2.6.21 Prior to the termination of the Architect's services as provided for in Paragraph 2.6.1, 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 his Basic Services.

2.6.22 The Architect shall prepare or provide a set of reproducible record drawings showing changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor(s) to the Architect, including, but not limited to, the location of water, sewer, telephone, electric, gas, video, data and any other utility lines. Both the Architect and Contractor shall certify these drawings as accurate; provided the Architect's certification shall be made to the best of the Architect's knowledge.

2.6.23 The Architect shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom, provided these requests occur prior to receipt of bids. After that time, substitution requests that are deemed to only benefit the Contractor will be evaluated by the Architect as an Additional Service; provided that the Contractor seeking the substitution has agreed to reimburse the Owner for such Additional Services.

2.6.24 The Architect shall provide services in evaluating claims submitted by the Contractor or others in connection with the Work.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified elsewhere in this Agreement as Basic Services, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized in advance in writing by the Owner. If services described under Contingent

Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall advise the Owner in writing prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional services are not required, the Architect shall have no obligation to provide those services. If, however, services described under Paragraph 3.3 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 or employees.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352, 1987 Edition, unless otherwise agreed.

3.2.3 Through the inspections by such Projects Representatives, the Architect shall provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making material and substantial revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing Owner approved services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or

the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.4; provided, however, that where said services are made necessary because of the significant increase, authorized by owner, in the size, quality or complexity of the Project, or required by Owner, which results in a significant increase in the Construction Cost and, therefore, the Architect's fee for Basic Services, which fee is commensurate with the services required of the Architect, this provision shall not apply.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives; provided said Orders are not due to Architect error.

3.3.4 Providing owner approved consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.5 Providing Owner approved services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing planning surveys or comparative studies of prospective sites.

3.4.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.4 Providing services relative to future facilities, systems and equipment.

3.4.5 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.6 Providing analyses of owning and operating costs.

3.4.7 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishing and related equipment.

3.4.8 Providing services for planning tenant or rental spaces.

3.4.9 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.10 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.11 Providing services after issuance to the Owner by the Architect of the final Certificate for Payment, except as provided in Paragraph 11.5.1.

3.4.12 Providing services of consultants for other than architectural, structural, mechanical, civil and electrical engineering portions of the Project provided as a part of Basic Services.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall consult with the Architect regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements. An established program should be written by the Architect in a detailed fashion and approved by the Owner in writing prior to the Architect's preliminary design phase.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions within a reasonable period of time pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, but the Owner's failure of omission to do so shall not relieve the Architect of the Architect's responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.

4.7 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 During the Schematic Design, Design Development and Construction Document Phases, Construction Cost shall be determined by the Owner's budget for the Project.

5.1.2 During the Bidding and Negotiation Phase, Construction Cost shall be determined by the lowest responsible bid or bids.

5.1.3 During the Construction Phase, Construction Cost shall be determined by the Contract Sum as stated in the Owner-Contractor Agreement, as amended by any Change Orders formally approved by the Owner and Contractor.

5.1.4 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, right-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.3 If available funds are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.3.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with available funds, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a limit based upon available funds. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed and authorized by the Owner, whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS. **[CHOOSE OPTION A OR B]**

- 6.1
- A. The Drawings, Specifications and other documents prepared by the Architect and/or its consultants (collectively referred to as the "Documents") for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the Owner's use and occupancy of the Project. The Documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.
 - B. The Drawings, Specifications and other documents prepared by the Architect and/or its consultants (collectively referred to as the

“Documents”) for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the Owner's use and occupancy of the Project. The Documents may be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, in which case the Architect is relieved of any liability as a result of such future use and the Owner agrees to indemnify and hold harmless the Architect to the extent permitted by law.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ALTERNATIVE DISPUTE RESOLUTION

7.1 On those occasions when a dispute arises between the Parties to this Agreement, the Parties 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 Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting in which to discuss and attempt to resolve the claim within seven (7) days after the claim arises.
- B. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, 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 after the initial meeting between the Parties. The mediator shall render his/her decision within seven (7) days of said meeting.
- C. The purpose of the mediator 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.

- D. 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.
- E. 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.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either Party upon not less than seven (7) days' written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination. If this Agreement is terminated due to Architect's failure to substantially perform in accordance with the terms of this Agreement, Architect shall receive no fees or reimbursable expenses other than those due for services actually rendered prior to the date of termination.

8.2 If the Project is suspended by the Owner for more than 90 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated for any reason by the Owner upon not less than seven (7) calendar days' written notice to the Architect. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment to the Architect for services and expenses when due, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damages caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the State of Michigan.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, 1987 Edition, except as modified by this Agreement or as mutually agreed to by the Owner and Architect. The terms of this Agreement shall control any inconsistency between this Agreement and General Conditions of the Contract.

9.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the Partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

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

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

9.6 It is 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 materials composed of asbestos fibers in various forms. It is further acknowledged that in implementing the construction Project(s) which may result from the Architect's services, as herein defined, the removal or other treatment of such materials containing asbestos fibers may become necessary before any construction is commenced.

Except as otherwise provided herein, it is understood and agreed that Architect shall not be involved in any fashion whatsoever in the analysis, removal or treatment of asbestos materials. In that regard, the Owner agrees to directly contract for and utilize the services of a qualified consultant in connection with (i) identifying the location of asbestos containing materials within the subject School District buildings and facilities and (ii) recommending the appropriate method of removing or treating such asbestos materials in connection with the construction services as designed and planned by the Architect under this contract. The Architect agrees to: (a) provide said consultant with a complete description, through appropriate plans, drawings, and verbal or written interpretations, of the scope of the construction services which will be designed and

planned by it; and (b) review the recommendations of said consultant and advise the Owner whether, in the Architect's opinion, if any, they are consistent with generally accepted construction practices and procedures, it being expressly understood that Architect has no responsibility whatsoever for specifying means and methods of accomplishing asbestos treatment or removal beyond advising Owner of its opinion with respect to the consultant's recommendations with respect to generally accepted construction practices and procedure.

The Architect also agrees that it will coordinate with the consultant, above-referenced, in order to appropriately integrate the replacement of non-hazardous materials, as required under the general contract, with the asbestos removal and treatment process for the entire construction Project(s). The Owner agrees that it shall place sole reliance upon the qualified asbestos consultant, and its contractor or subcontractor, as to the means of accomplishing the asbestos removal or treatment process. Architect shall, however, if requested, advise the Owner whether, in the Architect's opinion, the means and methods being followed are consistent with generally accepted construction practices and procedures.

9.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the project.

9.8 It is acknowledged by the Architect that a substantial portion of the Project shall consist of the acquisition and implementation of a technology system(s). It is understood and agreed that the Architect shall not be directly involved in the implementation of the technology system. In that regard, the Owner agrees to directly contract for and utilize the services of a technology designer in connection with designing the technology system and seeing to the appropriate installation of the technology system in connection with the construction services as designed and planned by the Architect on this contract. The Architect agrees to: a) provide said designer with a complete description through appropriate plans, drawings, and verbal or written interpretations of the scope of the construction services which will be designed and planned by it; and b) review the recommendations of said designer and advise the Owner whether, in the Architect's opinion, if any, they are consistent with generally accepted practices and procedures, it being expressly understood that the Architect has no responsibility for specifying means and methods of accomplishing technology design and implementation beyond advising the Owner of its opinion with respect to the designers recommendations with respect to generally accepted construction practices and procedures.

The Architect also agrees that it will coordinate with the technology designer in order to integrate the technology installation with the entire construction Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 REIMBURSABLE EXPENSES

10.1.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses actually incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses, and are payable provided they were approved in advance and in writing by the Owner.

10.1.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

10.1.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of (1) the Architect; (2) the Architect's consultants' and (3) the Owner.

10.1.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.1.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.1.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.2.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.2.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.2.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.2.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received,

the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.3.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.4 PAYMENTS WITHHELD

10.4.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.5 ARCHITECT'S ACCOUNTING RECORDS

10.5.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF NO DOLLARS (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	fifteen percent (15%)
Design Development Phase:	twenty percent (20%)
Construction Documents Phase:	forty percent (40%)

Bidding or Negotiation Phase: five percent (5%)

Construction Phase: _____ twenty percent (20%)

Total Basic Compensation: one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1. For Project Representation Beyond Basic Services, as described in Paragraph 3.2., compensation shall be computed as follows:

Compensation for additional services will be billed at an hourly rate pursuant to the rates set forth in the accompanying listing of Hourly Billing Rates attached hereto as **Exhibit B**.

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2 and (2) services included in Article 12 as part of Basic Services but, excluding services of consultants, compensation shall be computed as follows:

Compensation for additional services will be billed at an hourly rate pursuant to the rates set forth in the accompanying listing of Hourly Billing Rates attached hereto as **Exhibit B**.

11.3.3 For Additional Services of Consultants, including additional structural, mechanical, civil and electrical engineering services and those provided under Subparagraph 3.4.12 or identified in Article 12 as part of Additional Services, a multiple of _____ (_____) times the amounts billed to the Architect for such services.

11.4. REIMBURSABLE EXPENSES

11.4.1 For Reimbursable Expenses, as described in Paragraph 10.1, and any other items included in Article 12 as Reimbursable Expenses, a multiple of _____ (_____) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within _____ (_____) months of the date hereof, 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.

11.5.2 Payments are due and payable _____ days from the date of the Architect's invoice. Amounts unpaid _____ days after the invoice date shall bear interest at the rate entered

below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Interest Rate: - 0 -

ARTICLE 12

OTHER CONDITIONS OR SERVICES

12.1 The Architect agrees to maintain at no additional cost to the Owner the following insurances until the termination of services of this Agreement:

- (1) Workers' compensation coverage that meets or exceeds legal requirements;
- (2) Automobile and truck liability coverage with a minimum combined single limit of liability of \$_____;
- (3) Architects and engineers professional liability insurance coverage with minimum limits of \$_____ per claim and/or occurrence prior to the start of construction and \$_____ limit per claim and/or occurrence following the start of construction; and
- (4) A minimum Commercial General Liability limit of \$_____.

With respect to any of the insurance policies provided by the Architect pursuant to this agreement which are "claims made" policies, in the event at any time any such policies are cancelled or not renewed, the Architect shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provides for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy(ies). With respect to all "claims made" policies which are renewed, the Architect shall provide coverage retroactive to the date of commencement of work under this Agreement. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of completion of the Project.

12.2 As part of Basic Services, the Architect shall make a written record of all meetings, conversations and discussions with the Owner, contractor, Construction manager or any subcontractor or third party during all phases of the Project and shall make a copy of said record available to Owner upon Owner's request.

12.3 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.

12.4 All attachments and inserts are hereby made a part of this Agreement and are herein incorporated by reference.

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Print name and title)

(Print name and title)

27009-1

**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:
 - Initial consultation in development of the Project.
 - Preparation of compensation estimates and professional services agreement(s).
 - Project-related research.
 - Conferences.
 - Communications and progress reports.
 - Travel time.
2. Owner-supplied Data Coordination services consisting of predesign activities including:
 - Review and coordination of data furnished for the Project as a responsibility of the Owner.
 - 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** Estimates, by project/facility, of Construction Cost.
 - ___ 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:
 - 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:
 - Consultation.
 - Conferences.
 - Communications and progress reports.
 - Travel time.
2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:
 - Coordination between the architectural/engineering work of other involved disciplines for the Project.
 - Review and checking of documents prepared for the Project.
3. Agency Consulting/Review/Approval services consisting of schematic design activities including:
 - Agency consultations.
 - Research and/or review of critical applicable regulations.
 - Assistance in the preparation of written and graphic explanatory materials.
 - Appearances on Owner's behalf at agency and Owner meetings.
4. Owner supplied Data Coordination services consisting of schematic design activities including:
 - Review and coordination of data furnished for the Project as a responsibility of the Owner.
 - Assistance in establishing criteria.
 - 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.
 - 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:
 - A proposed structural system.
7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:
 - Energy source(s).

- 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.
 - Estimates, by project, of Construction Cost.
 - 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:

- B 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 Estimates, by Project, of Construction Cost.
 - ___ 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 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 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 Final estimates, by Project, of Construction Cost.
 - ___ 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.
 - B Distribution and distribution records.
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