

AIA® Document B103™ – 2017

Standard Form of Agreement Between Owner and Architect for a Complex Project

AGREEMENT made as of the 13th day of October in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

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

West Valley School District No. 208
8902 Zier Road
Yakima, Washington 98908

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

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

Design West Architects, P.A.
830 N. Columbia Center Blvd., Suite E
Kennewick, Washington 99336

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

Miscellaneous District Improvements
Multiple Locations at West Valley School District No. 208
Yakima, Washington

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See the Capital Projects Task List .xlsx file ("Programming Document"). This Agreement covers Services for multiple projects, but for simplicity this Agreement refers to the "Project" in the singular. All such references to the Project shall be understood to mean that such terms apply to each project separately and independently.

§ 1.1.2 The Project's physical characteristics:

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

The physical parameters of the Project are as defined in the Programming Document.

§ 1.1.3 The Owner's preliminary budget for the Cost of the Work, as defined in Section 6.1: Article 6, and excluding without limitation the Architect's compensation, off-site costs, and sales tax, is:

(Provide total and, if known, a line item breakdown.)

\$11,000,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

Schematic Design Start:	Mid-October 2023 (Stadium)
Schematic Design Documents Submittal:	Late November 2023 (Stadium)
Design Development Documents Submittal:	January 2024 (Stadium)
Submit for Permits:	March 2024 (Stadium)
100% Complete Construction Documents Submittal:	March 2024 (Stadium)

.2 Construction commencement date:

Anticipated Bid Opening:	Early May 2024 (Stadium)
Anticipated Commencement of Construction:	May 2024 (Stadium)

.3 Substantial Completion date or dates:

Anticipated Substantial Completion:	Mid-August 2024 (Stadium)
Anticipated Final Completion:	Sixty days thereafter

.4 Other milestone dates:

The Owner and Architect may agree on additional milestones to account for the multiple projects covered by this Agreement.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bidding pursuant to statutory requirements, including RCW 28A.335.190 and RCW 39.04. Prevailing wages are required pursuant to RCW 39.12.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

The Project will include multiple bid packages as this Agreement covers multiple, separate and distinct Projects, which will be bid separately and which will likely result in multiple contractors.

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

N/A.

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.8 The Owner identifies the following designated representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Joe Connolly MS, MBA
Asst. Superintendent of Business Operations
West Valley School District No. 208
8902 Zier Road
Yakima, Washington 98908

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(509) 972-6006
connollyw@wvvd208.org

All communications shall be directed to the Owner's Project Manager at the address below, except for notices required by this Agreement, which shall be directed to the Owner's Designated Representative above.

Rob Gross
Associate Director
Turner Townsend & Heery
1212 N. Washington, Suite 219
Spokane Washington 99201
(509) 496-1712
Rob.Gross@turntown.com

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

The School District's Board of Directors will review certain aspects of the design and will authorize certain expenditures such as change orders.

State Department of Energy, State Department of Ecology, City of Yakima, Yakima County, jurisdictional utility providers, other authorities having jurisdiction, and others as required to review the Architect's submittals.

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

.1 Cost Consultant:

N/A: retained by the Architect

.2 Scheduling Consultant:

N/A

.3 Geotechnical Engineer:

GN Northern

.4 Civil Engineer:

N/A: retained by the Architect

.5 Other, if any:

(List any other consultants and contractors retained by the Owner.)

.6 Commissioning Agent

TBD

.7 Asbestos Abatement Consultant

TBD

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.8 IBC Testing and Inspection Services

GN Northern

All information provided by the Owner's consultants shall be reviewed and coordinated by the Architect and its consultants, and incorporated at no added cost into the Project design as a part of the Architect's Basic Services. The Architect may reasonably rely on the information provided by the Owner's consultants in performing the Architect's services, however, the Architect shall provide written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 1.1.11 The Architect identifies the following designated representative who shall be authorized to act on the Architect's behalf with respect to the Project in accordance with Section 2.3:
(List name, address, and other contact information.)

Matt Whitish, AIA
Design West Architects, P.A.
830 N. Columbia Center Blvd., Suite E
Kennewick, Washington 99336
(509) 783-2244 office; (509) 820-0117 Mobile
mwhitish@designwestwa.com

Further, the Architect shall employ an on-staff project administrator from the Schematic Design Phase through Construction Phase. The Architect identifies Matt Whitish as its on-staff project administrator, who shall be authorized to act on the Architect's behalf with respect to the Project, pursuant to Section 2.3. The Architect shall notify the Owner of any work hour restrictions for anyone on its Project team, and shall endeavor to provide reasonable advance notice to the Owner when anyone on the team will have an absence from the office for a week or more. The Architect will also provide a management plan for the Project, including an organization chart that shows the employees of the Architect and Consultants of every tier assigned to the Project, and shall inform the Owner in advance of any staffing changes. The project management plan shall be submitted to the Owner for review and approval.

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2; engage consultants qualified by training and experience in their respective fields to address the requirements of the Project. All consultants of the Architect shall be acceptable to Owner. Upon request by the Owner, the Architect shall furnish the Owner with a copy of the Architect's contracts with its consultants. These contracts shall be consistent with the terms of this Agreement. The Architect shall retain at the Architect's expense the consultants identified in Sections 1.1.12.1 and 1.1.12.2, and the Architect represents that they constitute all consultants reasonably necessary for the design of the Project:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained by the Architect under Basic or Other Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

MSI

.2 Mechanical-

.3 Electrical Engineer:

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MSI

.3 Electrical Engineer; .4 Cost Consultant:

Thomas Consulting

.5 Civil Engineer:

Bernardo Wills & JUB Engineers

.6 Landscape:

Bernardo Wills & JUB Engineers

.7 Survey:

JUB Engineers

§ 1.1.12.2 Consultants retained by the Architect under Supplemental Services:

N/A.

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

.1 This Agreement defines the terms "Basic Services" and "Additional Services" differently from how those terms are described in the State fee guidelines. This Agreement defines "Basic Services" as ALL Services that are included in the Fee and that the Architect will perform under this Agreement, including those Services described as "Additional Services" in the State fee guidelines. When this Agreement refers to a Service as an "Additional Service," it is understood to refer to a Service which is beyond the scope of the Services described in the Proposal or in this Agreement, and is generally a Service for which the need is unknown as of the effective date of this Agreement.

.2 The Architect is providing Cost Estimating, Commissioning coordination and response, and informal value engineering and constructibility review as a part of Basic Services. Subject to the standard of care, the Project shall be designed and permitted to conform to all applicable State, county, city, and other jurisdictional and utility service provider requirements, standards, and regulations in effect as of the date of the building permit submittal. The Architect shall meet with all utility providers, design utility work, submit documents in advance of stated deadlines, secure approvals, and collect, prepare and submit close out documentation.

.3 The Architect's Basic Services shall include coordinating and attending regular meetings with the Owner's staff and consultants to gather information and ideas from appropriate stakeholders. All meetings shall be organized and coordinated by the Owner. Initial meetings should occur in the earliest stages of design. The ideas and suggestions generated in these meetings will be considered (stakeholder comments will be directed through the Owner and/or its Project Manager) and, if accepted by the Owner, implemented by the Architect in the design. The Architect will include an appropriate staff member of the Owner in all stakeholder meetings. The Architect will also inform the Owner of all communications between the Architect (including its consultants) and stakeholders, and will present all design drawings, sketches, product information, and specifications to the Owner for review and comment prior to any presentation to stakeholders.

.4 Any services previously provided by the Architect to the Owner for the Project (prior to the execution of this Agreement) shall be governed by this Agreement and shall be Basic Services hereunder. The Architect's services hereunder will be consistent with and shall further develop the services that the Architect previously provided to the Owner.

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.5 If any asbestos abatement work or removal of hazardous material is required for the Project, design and construction support services will be provided by separate contract by the Owner and not the Architect. However, the insertion and coordination of any necessary drawings and/or specifications concerning the removal of asbestos and/or hazardous materials into the Construction Documents shall be performed as a part of Basic Services.

.6 The Architect's assistance with the preparation of any required environmental assessment checklist is a part of the Architect's Basic Services. An environmental impact statement, if required to be prepared by the Architect, shall be a Change in Services to be negotiated by the Owner and Architect prior to the commencement of any such services.

.7 As part of its Basic Services, the Architect is to design the base bid of the Project to 95% of the budget, with 5% of the budget to be alternates.

.8 The Architect shall become familiar with existing facilities to the extent necessary to ensure proper phasing and demolition. To the extent that this Agreement includes any modernization or additions to existing structures, the Architect shall take care that the new design covered by this Agreement properly interfaces and is compatible with any existing and remaining structures. Areas requiring hazardous material removal shall be identified by the Owner using a licensed and insured agent to perform an environmental site assessment prior to design completion. If hazardous material removal is required it will be designed by a consultant retained by the Owner; the abatement may or may not occur under a separate contract depending upon the nature of the work. Any areas requiring additional work as determined by the permitting agency to comply with existing codes and regulations should be delineated by the Architect, and existing electrical, mechanical, and utility hook-ups located outside the building should be properly designated by the Architect. The Architect should perform or direct performance of whatever reasonable on-site investigation may be necessary to determine the condition of any remaining structure so that the design that will result from this Agreement is compatible and interfaces with the as-built conditions of any such existing structures. While all existing conditions cannot be fully known (because of hidden conditions or conditions not reasonably inferable from site observations or any as-built drawings), and the Architect is not expected to interface with unknown conditions of the existing structure, the Architect will recommend a reasonable program of investigation and testing. Any destructive inspection and testing approved in writing by the Owner will either be an Additional Service or be a Reimbursable Expense.

.9 The Architect shall provide CADD modeling with Revit or SketchUp and 3D photorealistic rendering as part of its Basic Services.

.10 The Architect shall cooperate with the Contractors and help to create an environment of mutual respect and focus on the success of the Project. The Architect shall endeavor to promote harmony and cooperation among and between the Owner, the Architect, the Contractor, governing agencies, authorities having jurisdiction, and other persons or entities employed by each of them, to the fullest extent possible in order to further the interests of the Owner and effect prompt completion of the Project within the requirements of the Contract Time and Contract Sum.

.11 All references to "days" in this Agreement are to calendar days unless the reference specifically states that it is business or working days.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Architect shall provide prompt notice to the Owner and, if agreed by the Owner, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall compensation to the extent provided under this Agreement. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate market conditions or material changes in the Initial Information.

§ 1.3 The parties shall hereby agree upon protocols governing the transmission and use of Instruments of Service and Building Information Models or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data form as set forth in this Section 1.3.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, beyond what is allowed in this Agreement shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.3.2 The Construction Documents shall be two-dimensional plans and specifications printed and delivered in hard copy or transmitted electronically in a format that will not allow modification of such Construction Documents.

§ 1.3.3 If requested by Owner, Architect shall provide its Revit or other 3D-model to Owner or its Contractor, Subcontractors or Consultants or other third-parties. The Contractor and its Subcontractors or other third-parties, but not the Owner, may be required to sign the Architect's standard Electronic Document Release, or agree to a written BIM Execution Plan, to receive such electronic documents. The Architect shall not be liable to the Owner or its Contractor, Subcontractors or Consultants or other third-parties for such entities' use of the Architect's Revit or other 3D-model. Any modifications by Architect that are requested in writing by the Owner to the Revit or 3D models provided to Owner or its Contractor, Subcontractors or Consultants or other third-parties, or any technical assistance with such models requested in writing by the Owner, shall be provided as an Additional Service or subject to a written amendment to this Agreement that describes the scope and limitations of such service. Services related to any modifications to the Revit or 3D models or any technical assistance with such models that are requested by the Contractor, Subcontractors or Consultants or other third-parties must be paid directly by the requesting entity.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. Agreement during all phases of the Project. The Architect will perform the services through itself, its employees and consultants. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care as would be exercised by a reasonable and prudent design professional ordinarily provided by architects practicing in the same or similar locality on similar projects under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect's design shall fit the Owner's program within the physical environment of the Project site.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project design and the construction of the Project and who shall not be removed or replaced from any phase of the Project without the Owner's written consent.

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

§ 2.5 The Architect shall, at its sole cost and expense, secure and maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. All insurance placed in order to comply with this Agreement shall be with an insurance company with a Best Rating of A VII or better. The Owner must approve in writing any deviation from this requirement.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage as follows: Commercial General Liability insurance, including (a) bodily injury (including death) and (b) property damage, in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate (deductible of up to \$5,000 permitted).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident one million dollars (\$1,000,000) per accident and \$2,000,000 aggregate for

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bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability (Washington Stop-Gap) with policy limits not less than (\$—) each accident, (\$—) each employee, and (\$—) one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and two million dollars (\$2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$—) per claim and (\$—) in the aggregate as follows: The Architect will maintain for six (6) years after Substantial Completion subject to RCW 4.16.310 (or, if earlier, until demolition of the buildings) professional errors and omissions insurance in an amount no less than \$2,000,000 per claim and aggregate (deductible of up to \$125,000 permitted) for damages that may result in any way from the negligent performance of the Architect's obligations under this Agreement. The Architect shall promptly notify the Owner of any material changes to, interruption of, or termination of this insurance. The Architect shall contractually require its subcontractors and consultants of any tier to maintain professional errors and omissions insurance in an amount of at least 50% of the above amount, unless otherwise agreed by the Owner. If professional errors and omissions insurance is not reasonably available for a class of consultants, or reasonably available in the future to the Architect, the Architect must so notify the Owner immediately.

§ 2.5.7 The Architect waives all rights against the Owner, its successors and assigns, and the Owner's Board, directors, officers, Project Manager, agents and employees of each of the foregoing, for damages and losses to the extent covered by the Architect's insurance.

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

§ 2.5.8 ~~The All such insurance shall be placed with such insurers and under such forms and limits of policies as are reasonably acceptable to the Owner. Within ten days of execution of this Agreement and annually thereafter, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificates will show the Owner, its successors and assigns and the respective directors, employees and agents of each of the foregoing, as additional insureds on the Commercial General Liability, Automobile Liability, umbrella and excess policies. Such certificates of insurance shall have additional endorsements attached (including renewal or replacement certificates) acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The certificates shall further certify that the policies shall not expire or be cancelled by either party without giving thirty days' prior notice to the Owner of such expiration or cancellation. The foregoing requirements as to insurance and acceptability to the Owner of insurers and insurance to be maintained by the Architect shall not in any manner limit or qualify the liabilities or obligations assumed by the Architect under this Agreement.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services and other Basic Services consist of those described in this Article 3 and otherwise in this Agreement, including those provided by the consultants identified in Section 1.1.12.1, and include usual and customary structural, mechanical, and electrical engineering services—civil, landscape, mechanical, electrical, and the other engineering services necessary to produce, subject to the appropriate standard of care, a reasonably complete and

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reasonably accurate set of Construction Documents (except to the extent specifically provided herein by the Owner or as specifically provided as an Additional Service). Services not set forth in this Article 3 or otherwise in this Agreement are Supplemental or Additional Services. The Architect shall provide to the Owner the submittals required by this Agreement and the Contract Documents. The Architect's submittals shall include both hard copy documents and electronic .PDF files (to be provided on USB flash drive) and shall be provided in the quantities identified by the Owner. PDF files shall include bookmarks for each design discipline and sheet, including sheet numbers and titles.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend services and the services of the Architect's consultants, and shall administer the Project to the extent specified in this Agreement. The Architect shall consult with the Owner, research applicable design criteria, attend public and private community, utility, authorities having jurisdiction, pre-construction, bidding, and weekly Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall also prepare minutes for all such meetings during the design process. The Architect shall also provide an organization chart, management plan for the Project, an account of its quality control procedures, and a monthly status report and schedule in a format approved by the Owner. During construction, the Architect will maintain and provide construction logs for submittal reviews, Requests for Information, Architect's Supplemental Instructions, Requests for Proposal, and Construction Change Directives, on a weekly basis. During construction, the Architect and engineers will review the Contractor's and Subcontractors' as-built mark-up drawings on a monthly basis in sequence with the Architect's and Owner's monthly review of payment applications. Review and acceptance (based upon the knowledge at the time) as-builts by civil, mechanical, and electrical Subcontractors of any tier by the appropriate engineers will be required for approval of payment for that division of Work, and will be so noted in the general contractor's contract.

§ 3.1.2 The Architect shall coordinate its services with those services provided by its consultants as well as by the Contractor, the Owner and the Owner's consultants. The Owner will cause its consultants to cooperate in this effort. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's approval, submit to the Owner for the Owner's approval a schedule for the performance of the Architect's services. The Architect's initial schedule shall be consistent with the milestones identified in Section 1.1.4 and may be adjusted in writing by mutual consent of the parties as the Project proceeds. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, The schedule shall also include milestone dates for required progress printing, utility coordination meetings, and milestone dates for required utility and AHJ submittals. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval consent or approval, which shall not be unreasonably withheld.

§ 3.1.6 The Architect shall review and comply, consistent with the standard of care, with currently existing laws, codes, and regulations applicable to the Architect's services. The Architect shall at appropriate times and with sufficient time to avoid delay contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Architect shall contractually require that the services of all the Architect's consultants comply with currently existing laws, codes, regulations and governmental authorities. The

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Architect shall promptly notify the Owner of the nature and impact of any conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, and the Owner will cooperate with the Architect in an effort to resolve the conflict.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of, shall, in a timely manner to not delay the orderly progress of the Project, have primary responsibility for drafting and submitting appropriate documentation required for approvals of all relevant governmental authorities having jurisdiction over the Project. The Owner shall assist the Architect in connection with these matters. The Architect shall apply for building code reviews of the Contract Documents, shall provide separate packages of documents for local, state and other applicable permit and document review applications as necessary, shall coordinate and attend meetings with governmental bodies and utility providers, and shall make application for and coordinate all necessary master use, zoning, land use, SEPA, right-of-way, building permits, and utility applications. Services related to obtaining any variances are not included in the basic compensation. As part of Basic Services, the Architect shall make all revisions to the Contract Documents required by state, local and other applicable reviews as required to comply with their interpretations of applicable codes and laws in effect as of the date of permit application. The Owner shall fully cooperate in all of these endeavors.

§ 3.1.8 The Basic Services will result in a Project design consistent with the Owner's purpose, the Programming Document, and which serves its program and requirements for use. At the time of performance, the Architect shall be properly licensed, equipped, organized and financed to perform the services. The individual(s) listed in Section I.I.II shall be actively involved in all phases of the Project, shall be the prime contact with the Owner, and shall not be changed without the Owner's written consent; changing the Architect's representative without the Owner's written consent shall constitute cause for termination under this Agreement. Each person who performs the services shall be experienced and qualified to perform the services he or she performs, and the Owner shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the Owner, the Architect shall remove from the services, without cost to the Owner or delay to the Project, any person whose removal the Owner reasonably requests.

§ 3.1.9 The Architect shall, at no cost to the Owner, promptly and satisfactorily correct any services which are defective or not in conformity with the requirements of this Agreement unless the Owner directs the Architect to not perform corrective action. If the Architect fails to make such correction within seven days of written notice from the Owner, the Owner may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this Agreement) the cost from the Architect. The obligations of the Architect to correct defective or nonconforming services shall not in any way limit any other obligations of the Architect. The Owner's right to make corrections and charge the Architect therefore is in addition to any and all other rights and remedies available to the Owner under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the Owner to make any correction of defective or nonconforming services. If the Architect disagrees that its services are defective or not in conformity with the requirements of this Agreement, it may submit a Claim under the requirements of this Agreement.

§ 3.1.10 Any subcontracting of the services shall not relieve the Architect from its responsibility for the performance of the services in accordance with the terms of this Agreement nor from its responsibility for the performance of any of its other obligations under this Agreement.

§ 3.1.11 The Architect shall be and operate as an independent contractor in the performance of the Services and shall have control over and responsibility for all personnel performing the services. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant between or among the parties to this Agreement or their affiliates or subsidiaries. The Architect shall perform the services in accordance with its own methods in an orderly and professional manner. In no event shall the Architect be authorized to act on behalf of the Owner to: create any duties or obligations, enter into any agreements or undertakings, waive any provisions of the Contract Documents; receive or accept notice under the Contract for Construction, execute any Certificate for Payment, Change Order or other document; initiate any direction (such as an RFI response or ASI) that results in a change in the Contract Sum or Time; authorize any payments or accept or approve any documents, Work, services, goods or materials which result in a change in the construction Contract Sum or Contract Time, or act as or be an agent or employee of the Owner.

§ 3.1.12 Neither the Architect nor any of its consultants of any tier shall utilize any employee or consultant on this Project who is a registered sex offender or who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Architect shall remove from the services any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable at no cost to the Owner. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 3.1.13 The Architect shall enforce strict discipline and good order among the Architect's employees, consultants, and other persons carrying out the Agreement, including observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel on the Owner's property. The Architect shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Architect shall ensure that all persons performing the Services under this Agreement comply with the Owner's tobacco-free use policy and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff.

§ 3.1.14 Any employees of the Architect and its consultants of any tier performing Services on the Owner's property on the site shall be free from drug and alcohol impairments. If the Owner or Building Site Administrator reasonably believes that a person may be under the influence of any such drugs or alcohol, the Owner may require that testing take place immediately and failure to do so may be grounds for the immediate termination of the offending consultant/Architect.

§ 3.1.15 The Architect shall submit design and review documents to the Owner as described in this Agreement as well as at intervals appropriate to the design process for purposes of evaluation, review, and approval by the Owner. Upon request of the Owner, the Architect shall make presentations as described in this Agreement to explain the design of the Project to representatives of the Owner. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design. However, the Owner's approval of design documents shall in no way be construed as a waiver of any rights or requirements as set forth in this Agreement.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the ~~Owner~~, Owner or otherwise known to the Architect, and shall review laws, codes, and regulations applicable to the Architect's ~~services~~, services and in effect at the time the services are provided.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in a timely manner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the ~~Owner~~ Owner, which the Architect shall confirm in writing, regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.5.3 During this phase, the Architect will meet with the Owner, its maintenance staff, applicable building and planning officials, the Fire Marshall, health officials, electricity, gas, power, water and sewer providers, staff, and neighborhood community groups, and the consultants of any of them, as required to facilitate the completion of the design, and issue minutes for each meeting indicating action items and responsible party. The Architect shall coordinate with any Value Analysis process pursuant to this Agreement.

§ 3.2.5.4 The Schematic Design Documents submittal shall include:

- .1 Design narrative; floor plans and elevations (including floor-to-floor dimensions) and conceptual civil site plans which shall be sufficient to indicate site topography, plan arrangements (including all rooms and areas, entrances, exits, elevators, corridors, toilet rooms, and major mechanical and electrical areas) and the general scope and character of the Project.
- .2 Schematic plans and studies and design analyses including all design disciplines, including:
 - .1 Architectural:
 - (1) Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships;
 - (2) Preliminary exterior wall cross section and elevation indication location and size of fenestration, and indicating overall thermal transfer value for exterior wall envelope;
 - (3) Identification of roof system, deck, membrane flashing and drainage technique and indicating overall combined heat transfer coefficient for roof/ceiling composite and roof area;
 - (4) Identification of all proposed finishes (includes all exterior surfaces, doors and windows);
 - (5) Site plan with building located and overall grading plan with a minimum of 5' - 0" contour lines. All major site development such as access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots should be shown; and
 - (6) Gross and net area calculations separate to show conformance with the Program of Requirements.
 - .2 Structural:
 - (1) Structural systems layout with overall dimensions and floor elevations. Identification and description of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.); and
 - (2) Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).
 - .3 Mechanical:
 - (1) Preliminary cubic footage airflow (cfm) calculations;
 - (2) Schematic HVAC system layout that is compatible with one of the proposed systems to be studied with life cycle costing; and
 - (3) A written description of at least three HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
 - .4 Electrical:
 - (1) Lighting concepts described noting types of fixtures to be used;
 - (2) Major electrical equipment roughly described; and
 - (3) Schematic description including approximate location of electrical distribution system, including service entry, switchboards, motor control centers, panels, transformers and emergency generator, if required.
- .3 A written general description of the Project's responsiveness to the Programming Document.

- .4 A code analysis that includes fire, life, safety, handicap accessibility issues, presented in scaled drawing and written format.
- .5 A description of possible alternates.
- .6 A summary of total net and gross areas of the building.
- .7 An analysis of surface water, parking, set-backs, street improvements and access, impacts of wetland setbacks and below-grade water per the geo-technical report, square footage of impervious surface, and other zoning and land-use issues.
- .8 An identification of utility locations based upon the Site survey and other known information.
- .9 A set of colored drawings, indicating prospective building site location, for the purpose of communicating to the public the intended location of the building.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Owner and Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Architect's Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, Article 6 and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 Before the Architect proceeds to the Design Development phase, the Architect shall make a formal presentation of its Schematic Design to the Owner's Representative and then to the Owner's stakeholders, and the Owner must approve in writing completion of the Schematic Design phase. The Owner's approval shall be deemed only an approval of the proposed concept and not the means, techniques, or materials recommended. The Architect shall also comply with Article 6 regarding estimates of the Cost of the Work.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements, elements and of design provided by the consultants listed in Section 1.1.12.1. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall incorporate the agreed-upon requirements of the cost consultant, envelope consultant and commissioning consultant into the Design Development Documents at no change in Fee. The Design Development Documents Submittal shall include:

- .1 An update to the proposed time schedule for the Project through Final Completion.
- .2 A description of any changes to the Project's responsiveness to the Programming Document.
- .3 Confirmation of the net and gross areas of the building and square footage impervious surfaces.
- .4 An update of the outline specifications in C.S.I. format.
- .5 Architectural Drawings and Schedules:
 - (1) floor plans, including space assignment, sizes, and location of installed or fixed and moveable equipment that affects the design of the spaces, and interior finishes;
 - (2) elevations, including exterior design elements and features, such as windows; materials; and mechanical and electrical features on walls and roofs, and interior elevations establishing the Owner's functional requirements, equipment and systems locations;
 - (3) reflected ceiling plans indicating ceiling materials, heights, and all architectural, mechanical and electrical features, devices and equipment;

- (4) building and wall sections, including floor-to-floor dimensions, materials, openings and major features; and
- (5) schedules, including but not limited to doors, windows, equipment and other applicable information.
- .6 Structural Drawings:
 - (1) plans and sections to show the extent and type of framing; and
 - (2) details and notes to show the structure's conformance to the provisions of applicable codes.
- .7 Mechanical Drawings and Schedules:
 - (1) plans showing single line layouts with approximate sizing of major duct and piping systems on architectural plan backgrounds, and space assignment, sizes, and outline of central heating, cooling, and ventilation requirements;
 - (2) section through critical areas showing coordination of architectural, structural, mechanical and electrical elements; and
 - (3) schedules, including but not limited to plumbing fixtures, HVAC equipment, software operating systems, and other applicable information.
- .8 Electrical Drawings and Schedules:
 - (1) plans showing space assignments, sizes, and outline of fixed equipment such as transformers, switch gear and generator sets;
 - (2) typical lighting layout coordinated with the established ceiling system;
 - (3) layout for power, fire alarm and security systems, paging intercom, telephone, cable TV and data networks;
 - (4) schedules, including but not limited to lighting, equipment connections, software operating systems, and any other applicable information.
- .9 Civil drawings, to include grading, cut and fill calculations, paving, storm drainage, utilities, demolition and all other applicable information. If work is to be phased, separate drawings for each phase of construction shall be prepared.
- .10 Landscape Drawings and Schedules, to including proposed materials, irrigation system layout and other applicable information. If work is to be phased, separate drawings for each phase of construction shall be prepared.
- .11 An update to the code analysis that includes fire, life, safety, and handicap accessibility issues, including ADA compliances, and that meets the International Building Code as adopted by the State of Washington.

§ 3.3.1.1 When required by the Owner or a government jurisdiction as part of the land use, zoning, building or related approval processes, the Design Development Documents may include a site plan and an update to any required analysis of surface water, parking, set-backs, street improvements and access, and other zoning and land-use issues.

§ 3.3.1.2 During this phase, the Architect will meet or communicate with the Owner's maintenance staff, end users, applicable building and planning officials, electricity, natural gas, water and sewer providers, the Fire Marshall, health officials, and its consultants, as required. The Architect shall issue meeting minutes for all meetings.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Architect's Cost Consultant. The Architect and the Owner shall meet with the Architect's Cost Consultant to review the Design Development Documents. The Architect shall advise the Owner of any adjustments to the prior estimate of Construction Cost. This revised cost estimate shall be projected to the expected time of bid and shall be itemized by detailed categories within each specification section to provide reasonable assurance, subject to the applicable standard of care, that the Project cost will not exceed the budget set for the Project.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and as requested by the Owner and shall request the Owner's approval of the Design Development Documents. Before the Architect proceeds with the Construction Documents phase, the Architect shall present its design to the Owner's Representative and then to the Owner's stakeholders, and the Owner must approve in writing completion of the Design Development Phase. The Owner's participation and approval shall be deemed only an approval of the proposed concepts and not the specific means, techniques or non-finish materials recommended.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the coordinated requirements for construction of the Project, the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall incorporate the Owner's consultants' requirements into the Construction Documents as a part of Basic Services. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3-6.4-3.6.4 and this Agreement.

- .1 The parties will work collaboratively in communicating the status of the Construction Documents during the design phase.
- .2 The Construction Documents in a 50% complete condition shall be provided to the Owner at least seventy-five days prior to the first planned bidding advertisement date. The Owner shall return the 50% complete Construction Documents with its comments to the Architect at least sixty days prior to the first planned bidding advertisement date.
- .3 The Architect shall provide the Construction Documents (including technical Specifications) in a 95% complete condition to the Owner at least thirty days prior to the first planned bidding advertisement date. At the same time, the Architect shall provide a draft of the proposed "front-end documents"; the Owner shall provide the Contract for Construction, General Conditions, and Instructions to Bidders.
- .4 The Owner shall return to the Architect the 95% complete Construction Documents (including technical Specifications) with its comments at least fifteen days prior to the first planned bidding advertisement date.
- .5 The Architect will provide 100% complete Construction Drawings to the Owner at least seven days prior to the planned bidding advertisement date, and the Owner shall return these documents with any comments three days prior to the planned bid opening date.
- .6 By submitting its 100% complete Construction Documents to the Owner for bidding, the Architect certifies that, to the best of its knowledge, the Construction Documents are in compliance with the state building code (RCW 19.27) and all pertinent state and local statutes relating to school building construction. The Architect shall submit a letter to the Owner certifying that the design of the building and site, to the best of the Architect's knowledge, meet requirements of the International Building Code as adopted by the State of Washington, including all Washington Access Code and Americans with Disabilities Act requirements. The Owner's review of the Construction Documents will not relieve the Architect of its responsibility for their accuracy and completeness.

§ 3.4.2 During this phase, the Architect will respond to comments from building and planning officials and meet with the Owner and its consultants. The Architect shall also assist the Owner to submit to building, planning, health, water and sewer districts, electricity and natural gas providers and similar agencies and utility providers having jurisdiction. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall be responsible as part of its Basic Services (with the assistance of the Owner) for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making the changes in the Construction Documents required by the governmental and utility authorities at its expense, except where such required changes are inconsistent with previous direction from the same authority.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the Owner's development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall use due care to provide that the portions of the specification that it provides do not conflict with the Agreement, Instructions to Bidders, and General and Supplemental Conditions provided by the Owner.

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§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect and the Owner shall meet with the Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect in consultation with the Owner shall take action as required under ~~Section~~ Sections 6.6 and 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective ~~contractors~~ contractors and in ~~attracting, promoting, educating potential bidders, and obtaining competitive bids.~~ Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) confirming responsiveness of bids or proposals; (3) ~~determining the successful bid or proposal;~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction. The Architect shall ~~participate in or, at the Owner's direction, organize and conduct, a pre-bid conference for prospective bidders.~~ The Architect shall assist the Owner in bid validation and determination of the successful bid, if any. If requested by the Owner, the Architect shall notify all prospective bidders of the bid results.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution or on-line communication of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders whether written or asked during the pre-bid meeting and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

The Owner shall, at its option, pay directly for the cost of reproduction or shall reimburse the Architect for such expenses procuring the reproduction of Bidding Documents for distribution to prospective bidders. Further, if requested by the Owner, the Architect shall distribute, or assist in the distribution of, the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders. The Architect shall assist in preparing the required advertisements for bids and shall provide necessary bidding documents for issuance to potential bidders. The Architect shall maintain a list of plan holders and regularly inform the Owner of their identities. The Architect shall prepare and issue necessary addenda, attend training sessions, the pre-bid conference and bid opening, tabulate the bids and generally assist in evaluating the bids. The Architect shall provide the Owner with a Bid Tabulation form with dollar figures for each line item filled in consistent with the Architect's estimate at least two days prior to the Bid Opening.

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

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- .2 ~~organizing and participating in selection interviews with prospective contractors;~~

- ~~3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.5.2.4 The Architect shall in a timely manner prepare responses to questions from prospective bidders and provide written clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda. The Architect shall consult with the Owner prior to issuing any addenda. The Architect shall not approve substitution requests during bidding or after contract award unless written permission from the Owner is obtained. The Architect must make a written recommendation to the Owner for all Substitution Requests that they would like approved. The recommendation must include the perceived benefit to the Owner.

§ 3.5.2.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect will evaluate the bids and submittals, call bidder references, and submit a certified bid tabulation and written recommendation for award. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner. The Architect shall meet with the Board of Directors, if requested, to consider award of the Contract for Construction. If requested by the Owner, the Architect will participate in a pre-award conference with the Contractor as part of Basic Services.

§ 3.5.2.6 The Architect shall undertake a reasonable investigation of the "responsibility" of the apparent lowest bidder regarding:

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

The Architect shall report its findings to the Owner, which will hold the Architect harmless from any claim by a disappointed bidder arising out of these findings. The Architect does not warrant or guarantee the bidder's ability, performance or financial solvency.

§ 3.5.2.7 Following the bid opening, the Architect shall, as part of its Basic Services, issue a Conformed Set of Contract Documents, consisting of the Bidding Documents with all Addenda items inserted. The Owner shall, at its option, pay directly for the cost of reproduction or reimburse the Architect for such expenses. The Architect shall, as part of its Basic Services, provide the Owner with a digital copy of the Conformed Documents on CD or DVD, consisting of Auto CAD and PDF files for both Drawings and Specifications, indexed by Specification section, Drawing sheet and title. The Specifications shall also be provided Word. The Auto CAD files shall be named to correspond to sheet name and number. The Drawing file shall include bookmarks for each discipline and for each sheet. The Project Manual file shall include bookmarks for each Division and Section.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below in this Agreement and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, Construction, as modified by the Owner. The Owner will modify AIA Document A201-2017, but those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall be a representative, but not an agent, of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. Notice by third parties to the Architect shall not be deemed notice to the Owner. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment upon the Owner's Final Acceptance of the Project.~~ Final Acceptance occurs when the Owner's Board of Directors formally accepts the Project. The Basic Services, however, shall continue for services associated with any warranty and with the one-year correction period set forth in the Contract for Construction.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in ~~Section 4.2.3, to become generally familiar with this Agreement and Section 4.2.3 and not less than once every week while the Work is in progress, to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, and, subject to the standard of care, for the Owner's benefit and protection, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the Contractor's construction schedule.~~ The Architect shall review and monitor the Work and the Contractor's as-built drawings and shall report to the Owner known material deviations from the Contract Documents. The Architect or its appropriate consultant shall conduct a monthly review of record drawings from Subcontractors of any tier, in order to provide timely recording of information and to determine if the Contractor's monthly update is sufficient to release that portion of their payment application. The Architect shall contractually require its consultants to visit the site as often as necessary and appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to observe the site and Work; to become familiar with the progress and quality of the Work completed; and to determine for the Owner's benefit and protection if the Work is proceeding in accordance with intent of the Contract Documents and with the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site observations or any inspections to check the quality or quantity of the Work-Work, except to the extent as mutually agreed by Architect and Owner. On the basis of the site visits, the Architect shall document and keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, ~~and shall, consistent with the standard of care, endeavor to guard the Owner against defects and deficiencies in the Work, and shall promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.~~

§ 3.6.2.2 The Architect ~~has the authority to reject Work shall consult with the Owner about whether to reject any Work coming to the attention of the Architect that does not conform to the Contract Documents. The Architect shall communicate the Owner's decision regarding rejection of Work to the Contractor. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require will recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority-The Architect's monitoring of such additional testing or inspections is a part of Basic Services. However, neither recommendations of the Architect nor a decision made in good faith either to exercise-make or not to exercise-such authority-make such recommendations shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

§ 3.6.2.3 The Architect shall interpret and initially decide matters concerning performance under, and requirements of, the Drawings and Specifications and shall assist the Owner in the interpretation of all other Contract Documents and the Contractor's performance thereunder on written request of either the Owner or Contractor-the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with

reasonable promptness. The Architect (or its applicable consultants) shall take the lead role with code agencies in resolving questions, interpretations and conflicts between review and inspection.

§ 3.6.2.4 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 decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents compliance with the applicable standard of care.

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201 - 2017, the Architect shall render initial decisions on Claims between the Owner and Contractor.~~ Upon the Owner written request, the Architect shall provide advice within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the physical execution of the Work or the interpretation of the Drawings or Specifications. Such interpretations shall not be attributable to the Owner and shall be subject to dispute resolution as provided in the Contract Documents.

§ 3.6.2.6 The Architect and Owner shall schedule, attend and run Project status meetings, and the Architect shall generate minutes of Project status meetings with the Owner and the Contractor that shall normally occur weekly. The Architect shall finalize meeting minutes for distribution to all parties at least one day prior to the weekly meeting, after conferring with the Owner and incorporating any revisions. The Architect shall secure the attendance of its consultants at these meetings when such attendance may be required to facilitate advancement of the Project. The Architect shall submit to the Owner within three working days of the relevant event copies of all field reports or minutes of meetings held on site to discuss or evaluate the progress of the Work during the Construction Phase.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall promptly issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and of the Contractor's construction schedule, schedule of values, updates, record drawings, and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a written record for the Owner's benefit of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of action upon the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review diligently review, attempting to identify inconsistencies or discrepancies between submittals and the requirements of the Contract Documents, and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of

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checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall prepare a log of all required submittals and shall provide an update of the log at each weekly construction meeting. The Architect shall not change the Contract Documents, the Contract Sum, or Contract Time through review comments on a submittal or an RFI, but only through a Change Order or Construction Change Directive signed by the Owner. Time periods for the Architect's actions shall be as stated in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval or review of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not approve substitution requests during bidding or after contract award unless written permission from the Owner is obtained.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, As part of Basic Services, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the Documents with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Contract Documents shall set forth the requirements for requests for information. Requests for information shall include, at a minimum, a detailed-written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, The Architect shall not change the Contract Documents, the Contract Sum, or Contract Time through an RFI response, but only through a Change Order or Construction Change Directive signed by the Owner. The Architect shall endeavor to issue a complete written response to each Request for Information from the Contractor (along with necessary drawings, specifications, and other documents) with the promptness necessary to avoid unnecessary delay and cost. The Architect's response to the Contractor, when applicable, shall include the Owner's concurrence when provided by the Owner in writing. If deemed necessary and/or appropriate by the Owner or Architect, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall maintain written records and logs, in a format acceptable to the Owner, relative to requests for information for the Owner's benefit. The Architect shall submit monthly logs to the Owner categorizing all requests for information and the Architect's responses.

§ 3.6.4.5 The Architect shall review the schedule of submittals furnished by the Contractor, verify its completeness, and require any changes to that schedule that it determines to be appropriate, maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. Documents and correlate its record and the submittals with the Contractor's construction schedule. The Architect shall update the Owner in writing each month indicating what submittals have not yet been submitted by the Contractor.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Proposal Requests, Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications and other necessary supporting documentation and data

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to describe Work to be added, deleted or modified. Basic Services shall include providing recommendations concerning proposed Change Orders or Construction Change Directives, and all aspects of the preparation and processing of Change Orders and Construction Change Directives resulting from errors, omissions or deficiencies in the Contract Documents prepared by the Architect, at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, written records and logs relative to changes in the Work for the Owner's benefit. These shall include, at a minimum, records relating to approved changes requested by the Contractor. The Architect shall submit monthly logs to the Owner categorizing all minor changes in the Work, Requests for Information, Proposal Requests, Construction Change Directives, Change Orders, and Submittals processed. Logs shall include the status of documents and any cross-references and dollar amounts associated with the particular document.

§ 3.6.5.3 The Architect shall review and, through the Owner, promptly respond to requests for changes in the Work, including adjustments to the Contract Sum or Contract Time. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied. If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, including a written rough order of magnitude estimate, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall review the Contractor's estimate and recommend to the Owner the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.5.4 All drawings provided by the Architect during the course of the Project, whether resulting from an ASI, responses to RFIs, changes in the Work, or any other cause shall be incorporated into the Architect's record drawings.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect and its consultants shall:

1. conduct inspections to determine the reviews regarding the recommended date or dates of Substantial Completion and the date of final completion; Final Completion;
2. with the Owner's consent issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related close-out documents required by the Contract Documents and received from the Contractor; the Contractor (reviewed for completeness and approved by the Architect); and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents. Close-out documents include, but are not limited to, preparation of as-builts, bill of sale, easements and other documentation required by public works and utilities, and certification of asbestos-free.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. At Substantial Completion, the Architect, in conjunction with the Owner, shall prepare a "punch list" of observed items requiring correction, completion or replacement by the Contractor. The Architect shall review the Project upon Final Completion to determine compliance with the Contract Documents and shall issue a final Certificate for Payment recommending that the Work, to the best of the Architect's knowledge, information and belief, is completed in substantial compliance with the requirements of the Contract Documents. As part of its role in the record drawing process, the Architect shall review the Contractor's as-built drawings at each monthly meeting, review the Contractor's completed as-built prints, and check that the Contractor has shown the locations of water, sewer, telephone, electric, gas, and any other utility lines, and, based on them, shall

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