

REQUEST FOR PROPOSALS

FOR

SOFTBALL FIELD DESIGN SERVICES

FOR

NORTH EUGENE HIGH SCHOOL

Prepared by:
Facilities Management
Lane County School District No. 4J
Eugene Oregon

Date Issued: October 21, 2019

Return by: November 12, 2019

Mailing Address: Facilities Management
715 West 4th Ave,
Eugene OR 97402

REQUEST FOR PROPOSALS
FOR
SOFTBALL FIELD DESIGN SERVICES
FOR
NORTH EUGENE HIGH SCHOOL
ADVERTISEMENT

The Lane County School District 4J is requesting sealed proposals for design services for the design and construction of a new North Eugene High School softball field and facilities. Previous projects of this type have been completed by landscape architects however other disciplines may compete for this project under the criteria described in this RFP.

Request for Proposals (RFP) may be obtained on the District's website at www.4j.lane.edu Submitters must check the District website for all current solicitation documents and any potential addenda.

Submittals are due at 12:00 noon, November 12, 2019 at Lane County School District 4J, Facilities Management, attention: Diana McElhinney, 715 West Fourth Avenue, Eugene, Oregon 97402. Late submittals will not be accepted.

A non-mandatory pre-proposal meeting will be held at the site on October 25, 2019, 3:00PM. Will meet behind building at the new field location. A brief tour of the site will be conducted at that time.

The District reserves the right, without prejudice, to reject any or all Submittals for good cause, if it is determined to be in the best interest of the District, or for non-conformance with public contracting procedures. All Submitters are required to comply with Oregon Revised Statutes and District Board Policy.

Submittals will not be accepted from Submitters who fail to certify to non-discrimination in employment practices or identify resident status.

Date: October 21, 2019
By: Diana McElhinney

Published: Daily Journal of Commerce
Oregon Public Information Network (ORPIN)
Eugene School District 4J

Posted: Education Center Administration Building
200 North Monroe, Eugene OR 97402

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Part 2 – Project Description

North Eugene High School is a comprehensive High School which has served the northwest region of Eugene since it was built in 1957. The existing softball facility however, is currently located west of the existing track/football field in an area which will become part of the new North Eugene High School building footprint.

Part 3 – Scope of Services

Design Services for this project include the following components;

- A synthetic turf field,
- LED stadium lighting,
- Bleachers,
- Dugouts,
- Covered Batting Cages,
- Concessions,
- Restrooms
- Team room.

Contracted Construction Cost for this project is estimated to be between \$2 and \$2.5 Million.

General Landscape Architectural Services

The landscape architect will perform all standard professional services in connection with this softball field project. The landscape architect will provide program verification, design, document development, bidding assistance, construction contract administration, project closeout and warranty inspection for all aspects of the project. The landscape architect will provide all necessary consultant and design services including but not limited to civil, mechanical, structural, and electrical, low-voltage wiring, landscape and irrigation, and independent cost estimating.

The landscape architect will design to the District's budget and schedule as provided in this RFP or subsequently amended by mutual agreement. The cost estimates will be developed at the completion of the Schematic Design/Design Development Phase and at the 50% Construction Document milestone. The architect's design must be within the District's approved budget at each of these milestones. Redesign to bring the project within District's budget must be completed at no extra cost to the District.

Facilities will be designed based on OSAA standards for high school softball fields.

Program Phase

The District has developed a preliminary program for the project. During this phase the landscape architect shall:

- Review/ verify program requirements as identified in the preliminary program.

- Review existing building site and record drawings to examine all existing building and site conditions in order to establish physical restraints and opportunities. Meet as necessary with City officials. Meet with the District to finalize the Program requirements

Schematic Design Phase

The landscape architect shall:

- Develop the design for the project based on the approved Program.
- Develop alternatives as necessary for the most desirable and cost effective solutions.
- Meet with the District to review the progress of the design and provide updates.
- Prepare a cost estimate at the conclusion of this phase of design.
- Make value engineering recommendations as necessary to meet the approved District budget

Design Development Phase

The landscape architect will continue to meet regularly with the District to review the progress of the design. During this phase the architect shall:

- Develop- the design based on the approved Schematic Design Phase
- Provide plans, sections, elevations, typical construction details and diagrammatic layouts to fix the size and character of the project as to landscape, architectural, civil, structural, mechanical and electrical elements.
- Prepare a cost estimate at the conclusion of this design phase
- Make value engineering recommendations as necessary to meet the approved District budget

Construction Document Phase

The landscape architect will continue to meet regularly with the District to review the progress of the construction documents. During this phase the architect shall:

- Continue to monitor scope and budget.
- Make recommendations as necessary to remain within budget.
- Prepare bid documents according to contractual requirements and District procedures.
- Prepare a cost estimate at the 50% CD milestone.
- Prepare, submit and obtain all permits necessary for the construction of the project in accordance with the approved project schedule

Bidding Phase

Following the District's approval of the Construction Documents the landscape architect shall prepare contract documents for construction and bidding. The landscape architect shall be responsible for interpretation of the construction documents and will respond to contractor questions. The landscape architect shall conduct and document the pre-bid conference(s) and prepare addenda as necessary. The landscape architect shall attend the bid opening and record the opening results. The landscape architect will observe the process to verify that approved procedures have been followed with regard to bid alternates.

Construction Administration Phase

The landscape architect shall:

- Prepare and administer Owner/Contractor agreement. Provide construction observation and administration.
- Landscape Architect Project Manager or representative will participate in weekly construction progress meetings during construction.
- Provide regular reports on quality inspection to ensure that the work meets specifications.
- Review and approve all required submittals within 7 business days.
- Review and expedite all contractor requests for information and other similar documents.
- Provide interpretation of the meaning and intent of the plans and specifications as becomes necessary and expedite consultation and resolution with the contractor.
- Review and respond to all RFIs within 3 business days for simple resolution or within 5 business days for complex issues.
- Review all change requests and make recommendation on the appropriateness of the change as well as cost and schedule implications. Address all change requests in a timely manner. Ensure that all change orders are approved by the District before authorization of work. Ensure that costs of change orders are either lump sum or time and materials with a not-to-exceed limit. For work performed on a time and materials or unit basis monitor the work to verify that accurate records are maintained.
- Prepare Change Order documents.
- Monitor progress of the work and recommend actions as may be necessary to keep the project on schedule and within budget.
- Review and certify all payment requests. Physically inspect the work and materials addressed in each payment application.
- Review all requests for contractor time extensions. Work with the District and the contractor to find solutions wherever possible to avoid delaying elements on the critical path.
- Provide a punch list inspection and up to four reviews for completion.
- Review all as-built drawings for accuracy for permanent retention by the District. Provide final record drawings, both in pdf and AutoCAD formats and placed on a CD or flash drive.
- Provide a one-year warranty inspection, punch list and re-inspection of corrective work.
- Provide additional close-out material including photos, approved submittal, approved shop drawings on CD or flash drive. Provide approved samples.

Part 4 - Contract Requirements

The Landscape Architect will be required to execute AIA Document B101-2017, Owner/Architect Agreement: Field Design as provided in the Appendix. The Landscape Architect will be required to execute the material terms of the sample contract unless it is deemed by the District to be in the District's best interest to modify the contract. Proposers should review and satisfy themselves that they are willing to execute the sample contract. **Exceptions or qualifications to the sample contract may be proposed only during the comment period of the selection process. (Part 7, item 7.1)**

GENERAL REQUIREMENTS

All proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, and the District Board Policy. The District reserves the right to reject any and all submittals received as a result of this request for proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the successful submittal will become part of the contractual obligation, if a contract ensues. Failure of the successful submitter to accept these obligations may result in cancellation of the award. The selected submitter will be required to assume responsibility for all services offered in their submittal whether or not produced by them. Further, the submitter will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.1 Ordinances, Permits, Licenses

The submitter shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The submitter shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

4.2 Waiver of Provisions

Submitter agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of the contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

4.3 Contract Breach

In the event of a breach by the submitter of any of the provisions of this contract, the District reserves the right to cancel and terminate the contract forthwith upon giving written notice to the contractor.

4.4 Damages

The submitter shall be liable for any damage to the District resulting from a refusal or failure to complete the work under the contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

4.5 Copyrights

The submitter agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the services herein. The proposer further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

4.6 Right to Audit

The District reserves the right to audit, at reasonable times and places, the books and records of any proposer who has submitted cost or pricing data according to the terms of a contract, to the extent that such books and records relate to such cost or pricing data. Any proposer who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract.

4.7 District Personnel

No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.

4.8 Contract Alterations

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent.

4.9 Order of Precedent

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions as provided herein, AIA Document C202-2015, Standard Form of Consultant's Services: Geotechnical Engineering, the solicitation document, then the RFP document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given first to Board Policy then the Rules Manual.

4.10 Non-Discrimination Clause

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

4.11 Background Check / Fingerprinting

All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs (ODE \$59.00 and outside fingerprinting vendor \$12.50). Individuals contracting with the District will be required to fill out and submit a background check by logging on the following site:

<https://www.4j.lane.edu/hr/icbackgroundprocess/> and follow the process.

4.12 Use of Tobacco Products

Smoking and the other use of tobacco products is prohibited on all District property, pursuant to OAR 581- 021- 0110.

4.13 Independent Contractor

The Proposer is an independent contractor, not an agent of the District, and nothing in this relationship shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Proposer and the District. Neither the Proposer nor the District shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party being bound.

4.14 Debarment Certification

The proposer certifies that the proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Contract by any

Federal department or agency. If requested by the School District, the Proposer shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Proposer for the Contract shall be incorporated into the Contract by reference.

4.15 Taxes

- A. The District is tax exempt. All taxes shall be the responsibility of the Proposer.
- B. If Proposer intends to submit under IRS 179D, proposer shall provide notification of their intent at the time of fee negotiation with Owner.

4.14 Non-Appropriation of Funds

If the District's legislative body or other funding authority does not appropriate funds for contract payment for contract year or any subsequent appropriation period and District does not otherwise have funds available to lawfully pay the contract payments ("Non-Appropriation Event") District may, subject to the conditions herein and upon prior written notice to Proposer ("Non-Appropriation Notice"), effective 60 days after the later of Proposer's receipt of same or the end of the District's appropriation period ("Non-Appropriation Date"), terminate the contract and be released of its obligation to make all contract payments due after the Non-Appropriation Date. As a condition to exercising its right under this addendum, District shall: (1) provide in the Non-Appropriation Notice a certification of responsible official that the Non-Appropriation Event has occurred, and (2) pay Proposer all sums payable to Proposer under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.

Part 5 – Submittal Requirements

Submittals are due at 12 noon, November 12, 2019 and shall be submitted to Diana McElhinney, Eugene School District Facilities Management, 715 West 4th Avenue, Eugene OR 97402. It is the responsibility of the Proposer to ensure that their document is received at the correct location and time. There will be no public opening of submittals.

A non-mandatory pre-proposal meeting will be held at the site on October 25, 2019, 3:00 P.M. Will meet behind building at the new field location. A brief tour of the site will be conducted at that time.

Questions or comments pertaining to this RFP should be raised in written form by noon, November 1, 2019. Written questions should be sent to mcelhinney_d@4j.lane.edu.

Any changes or modifications to the RFP will be issued by written Addenda will be posted on the District website at www.4j.lane.edu/bids/. **Proposers are responsible for addressing all Addenda posted. All Addenda will be posted no less than five (5) days prior to RFP due date.**

Proposers shall submit four copies of the submittal. A flash drive containing a complete copy of the submittal shall also be provided. The submittal shall be organized in separate sections and labeled to match the requirements identified in Part 5. All materials shall be in 8 1/2" x 11" format. Submittals should be limited to 10 pages (10 faces) with font size 11 point or above. Resumes, Proposal Certification Statement Form and cover letter are not included in this limit. Elaborate artwork is not necessary. Firm brochures may be submitted in addition but will not be reviewed.

The format of the submittal should follow the following outline.

5.1 Firm and Team Description:

Provide a brief description of your firm's history, the type of work completed and your capabilities.

List all the sub-consultant firms that will be part of your team. Provide information on services, location, size and qualification of individual firms.

5.2 Staffing:

Provide a project organization chart showing the proposed staff/ team for the project including Principal-in-Charge, project manager, and all professional staff assigned to provide program confirmation, design, construction documents and construction. Include a resume for each person included in the organization chart. Resumes should include each individual's education, work history, length of tenure with your firm and prior experience, if any with K-12 educational facilities.

By listing the individuals in the proposal, the firm commits that these individuals will work on the components of the project as described. The District reserves the right to approve or reject any changes to the proposed team. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

5.3 Recent Firm Educational Facility Experience:

1. Provide a listing in chronological order, in chart format, of your firm's experience with experience managing the timely and successful completion of landscape design services.
 - a. In particular, include examples of work within neighborhoods in an established urban environment.
 - b. Include; completion date, name of owner, location of project, description of project including building size and type.
2. Provide references for three projects completed in the past ten years. References should include:
 - a. Name and Location of Project
 - b. Completion Date
 - c. Construction Cost
 - d. Brief Project Description (including whether final costs and occupancy were within Owner's budget and schedule.)
 - e. Name, phone number and email of Owner's Representative

5.4 Overall Project Approach:

Submittals should describe the firm's project approach to this type of project. For the purposes of the proposal assume a complete softball facility and all components described in project description and scope of services above.

Proposals should describe the firm's approach to this type of project. Describe how you will engage District staff, how you will assure that the project is designed within the District budget and the protocols you will use for communicating with District personnel. If your firm is based outside of Lane County, describe how you will provide local services.

Provide your proposed timeline for design and construction of this project.

5.5 Cost of Service:

1. Provide a detailed cost proposal for design services including all subconsultants.
2. Include your firm's rate schedule for personnel to be assigned to this project.

3. Include rate schedules for all subconsultants.

5.6 Sustainability:

The District does not intend to pursue LEED certification for this project. However, the District does want this project to be constructed sustainably and to limit environmental impacts. Provide information regarding your firm's successful use of alternate, environment friendly materials in landscape design, reuse of waste materials, innovative and energy efficient ground improvement techniques, efficient use of geosynthetics, sustainable foundation engineering, use of underground space for beneficial purposes.

5.7 Submittal Certification Statement:

A submittal Certification and Contract Offer Form is included as the final page of this RFP. **This form must be completed and included in your submittal.**

All costs of the submittal process, interview (if scheduled) contract negotiation and related expenses are solely the responsibility of the Proposer. The District reserves the right to reject any submittal that is non-responsive to the requirements of this solicitation. Any change to the submittal or proposed team after the date of submission is grounds for being declared non-responsive.

Notwithstanding the above, the District reserves the right, at the sole discretion of the District, to request modifications to submittals that are in the best interest of the District.

The District reserves the right:

- A. to reject any or all submittals not in compliance with all public procedures and requirements
- B. to reject any submittal(s) not meeting the specifications set forth herein
- C. to waive any or all irregularities in submittals submitted
- D. to consider the competency of proposers in making any award
- E. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work
- F. to reject all submittals and cancel the RFP, including after Notice of Intent, prior to contract issuance
- G. to award any or all parts of any submittal
- H. to request references and other data to determine responsiveness
- I. to award any or all parts of a solicitation
- J. to request interviews of highest or all proposers
- K. to conduct discussions and negotiations, and request Best and Final Offers per the provisions of OAR 137-047- 0262 of the Oregon Attorney General's Model Public Contract Manual.

Each submittal shall be irrevocable for a period of ninety (90) days from the Submittal Opening Date.

After Opening, the District may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Submittal.

The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060 (8). After Award of the Contract, the District may only modify an awarded Contract in accordance with District policy.

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

Part 6 - Selection Process

The District is seeking to retain a firm that is committed to producing quality facilities that meet or exceed the requirements of the program. The Landscape Architect will be expected to work together with the District in order to facilitate communication that is detailed and clear.

The written submittals received in response to this RFP will be reviewed and ranked by a selection committee in accordance with the criteria listed below. Once the submittals are reviewed, the District may schedule interviews with the top-ranked firms. References for firms will be checked. The results of the submittal ratings, reference checks and interviews will be compiled to determine submittal rankings. The submittal rankings will then be submitted to the District Superintendent or designee for a final determination.

The top-ranked firm will be issued a Notice of Intent to Award.

Following the Notice of Intent, the District will proceed to negotiate a contract with the top-ranked firm. At the District's discretion, if negotiations are not successful after 10 calendar days, the District may then proceed to negotiate with the second ranked firm and so forth until a successful contract is negotiated.

SCORING OF SUBMITTALS / INTERVIEWS

Submittal Criteria	Item	Points
Firm general qualifications, experience_____	5.1_____	05
Qualifications of proposed staffing_____	5.2_____	20
Recent Experience_____	5.3_____	20
Overall Project Approach_____	5.4_____	30
Cost of Service_____	5.5_____	15
Sustainability_____	5.6_____	10
Total for Submittal _____		100

Proposals will be compared with these requirements, and the company providing a proposal with the combination of skill, lowest price, quickest completion and most complete services will be awarded the contract. We are looking for a proposal that represents a quick turn-around, is cost-efficient, comprehensive and responsive to the needs of the 4J School District.

Selection Process Schedule

Publish RFP _____	October 21, 2019
Last Date for Questions Submitted _____	November 1, 2019
Last Date for Addenda _____	November 7, 2019
Submittals Due (12:00 noon) _____	November 12, 2019
Notification of Interviews (if required) _____	November 18, 2019
Interviews (if required) _____	November 21, 2019
Notice of Award _____	November 22, 2019
Sub-consultant Team Proposal Due _____	November 27, 2019

Part 7 – Miscellaneous Provisions

7.1 Comments and Appeals:

Comments and requests for modifications concerning the specifications and requirements of the RFP must be received in writing, delivered by email or mail by noon November 1, 2019. No comments or requests for modification will be received or considered after this date and time.

The Superintendent or his designee will consider all appeals and render a prompt and final decision.

7.2 Modifications:

Submittals may be withdrawn and/or modified any time until the due date and time. After that time, Proposers may neither withdraw nor submit. However, notwithstanding the above the District reserves the right, at the sole discretion of the District, to request additional information and permit modifications if the District believes that such modifications will be in the best interest of the District and that competition will not be impaired.

District reserves the right:

- (1) to reject any or all submittals not in compliance with public procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of submittal opening.
- (3) to waive informalities in the submittal.
- (4) to select the submittal which appears to be in the best interest of the District.
- (5) to cancel the procurement.

7.3 Indemnity and Insurance:

The Proposer shall be bound by the indemnity provisions and insurance requirements included in the Draft Agreement. If awarded the contract for engineering services under this RFP, the Proposer shall promptly submit to the District certificates of insurance at or exceeding limits stated in the Draft Agreement. Failure to submit the required certificates within 7 calendar days of being notified of contract award shall be grounds for being declared non-responsive and for the award to be rescinded.

7.4 Proprietary Information:

During the selection process the District will consider all submittals to be public information except for those pages that are marked proprietary information. The Proposers should satisfy themselves that only those pages that meet the definitions in the Oregon State Statutes and Rules are marked proprietary. The submittal from the firm executing a contract for this work will become part of the contract and as such will be public information in full.

7.5 Provisions:

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by District Board Policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem Oregon.

OREGON REVISED STATUTES

ORS 244

GOVERNMENT ETHICS

ORS 279A, 279B, 279C

PUBLIC CONTRACTS AND PURCHASING

OREGON ADMINISTRATIVE RULES

CHAPTER 137

PUBLIC PROCUREMENT RULES Divisions 046, 047

7.6 Equal Employment Compliance Requirement:

In accordance with ORS 279A.100 - 279A.110, by submitting in response to this RFP, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation, and orders.

7.7 Publicity

Proposer agrees that it will not disclose the form, content or existence of any Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Proposer's services, without the prior written consent of District.

7.8 Foreign Contractors

The attention of all contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120 (2) (a) (b) (3).

(1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."

(2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the

requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon.”

7.9 Silence of Specifications

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. If any omitted specification results in ambiguity as to material characteristics of the System or Product, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a proposal for an intact and fully functioning system or product, then Proposer shall submit a request for clarification, according to the guidelines for submitting questions as set forth in this RFP. Failure to submit such a request for clarification is at the Proposer's risk. Proposer shall be required to provide a System or Product meeting District's needs with regard to any omitted specification for which a request for clarification should reasonably have been sought by Proposer.

7.10 Restrictions on District Contact

All questions regarding this RFP shall be submitted in writing to the attention of Diana McElhinney. No oral questions will be accepted.

A. Questions shall be submitted via e-mail (mcelhinney_d@4j.lane.edu) or mailed to the attention of Diana McElhinney at Lane County School District 4J, Facilities Management, 715 W 4th Avenue, Eugene, Oregon 97402.

B. No other contact regarding this RFP during the submittal evaluation process shall be permitted. Unauthorized contact regarding this RFP may subject the contacting vendor's submittal to rejection.

7.11 Right to Retain Submittals

The District reserves the right to retain all materials submitted and to use any ideas in a submittal regardless of whether that submittal is selected. Submission indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the submittal and confirmed in the contract between the District and the firm selected.

7.12 Public Records

This RFP and one copy of each submittal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by the District and made part of a file or record which shall be open to public inspection after the completion of the execution of the Contract Award (if any). If a submittal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be clearly marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

CERTIFICATIONS

**LANE COUNTY SCHOOL DISTRICT 4J
COMPLETE BOTH SECTIONS I AND II ON THIS PAGE**

I. NON-DISCRIMINATION CLAUSE

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Proposer: _____

Doing Business As (if applicable): _____

Address: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

II. RESIDENT CERTIFICATE

Please Check One:

Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this submittal, has a business address in this state and has stated in this submittal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

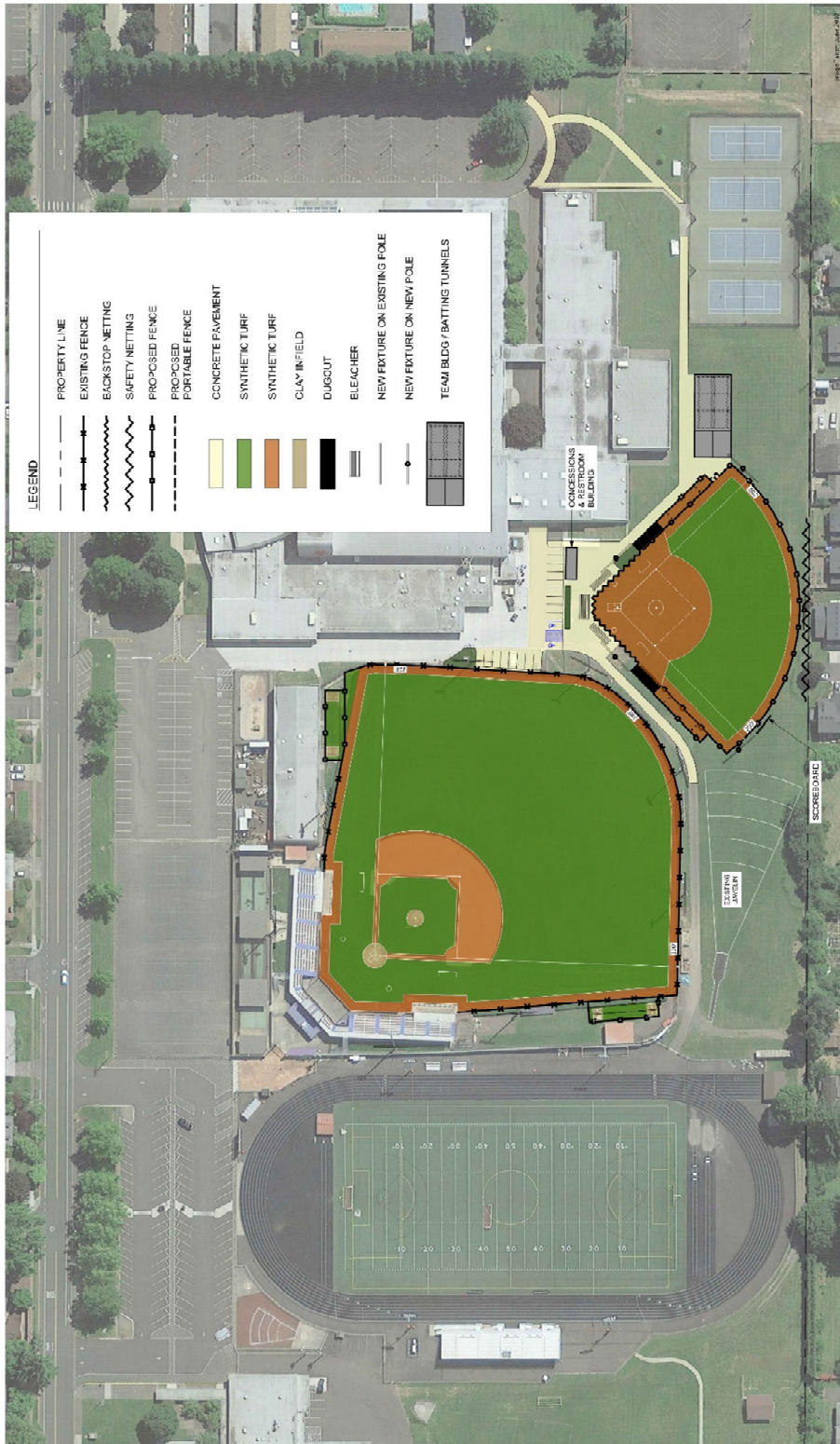
Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

Appendix A – 4J proposed location and layout.



NORTH EUGENE HIGH SCHOOL
200 Silver Ln, Eugene, OR
May 28, 2019

APPENDIX B - Field Layout

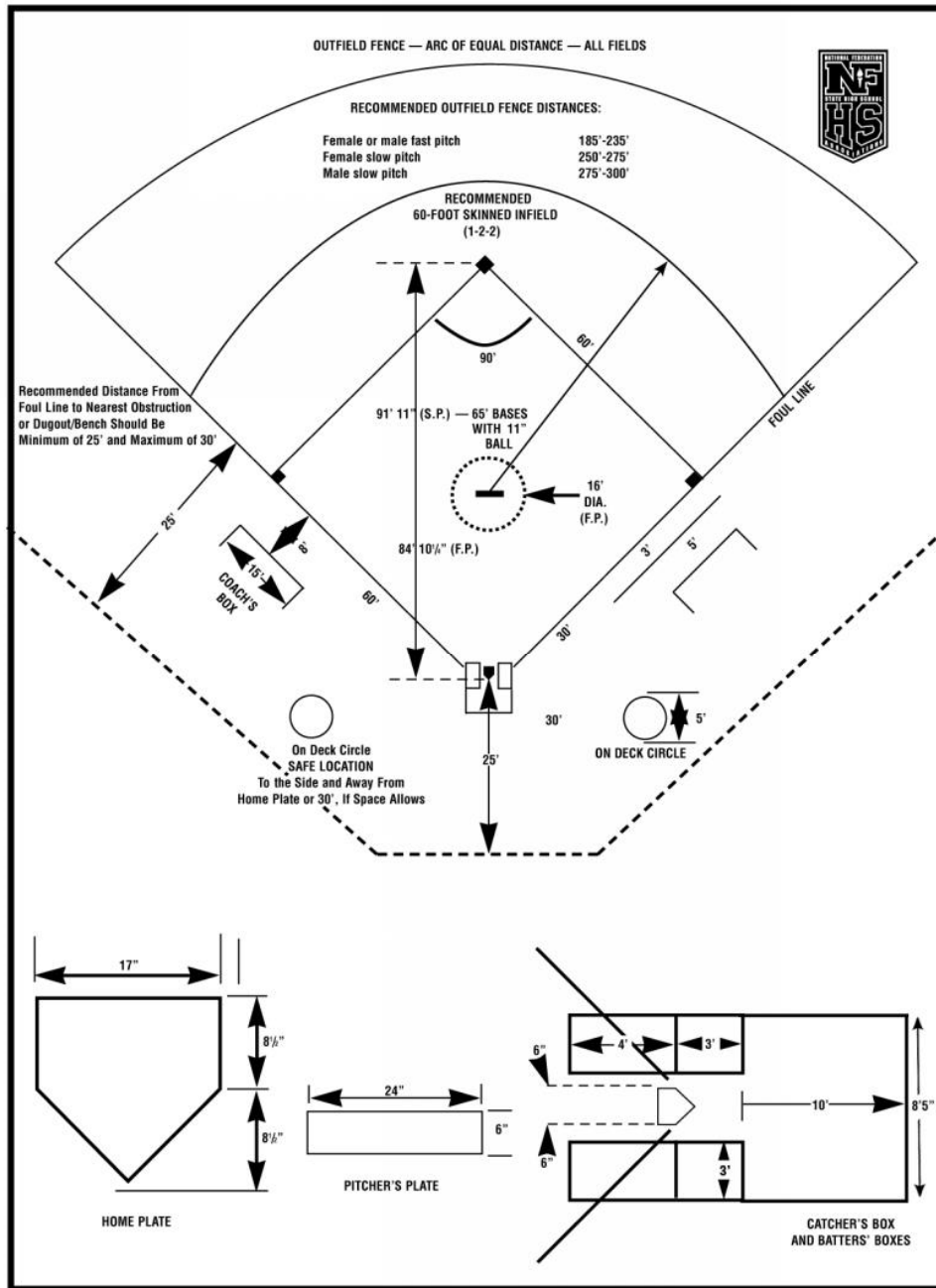


Diagram 1

APPENDIX C - Photos of Existing Field Area



APPENDIX D - Schedule

ID	 Task Mode	Task Name	Duration	Start	Finish
1					
2		NEHS Softball			
3		NEHS Softball Field Design			
4		RFP	17 days	Mon 10/21/19	Tue 11/12/19
5		Award	8 days	Wed 11/13/19	Fri 11/22/19
6		DD	20 days	Mon 11/25/19	Fri 12/20/19
7		CD	30 days	Mon 1/6/20	Fri 2/14/20
8		Permit Review	23 days	Mon 2/17/20	Wed 3/18/20
9		Bid	8 days	Mon 2/17/20	Wed 2/26/20
10		NEHS Softball Construction	160 days	Mon 3/2/20	Fri 10/9/20

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

« »
« »
« »

The Owner and Architect agree as follows.

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

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

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11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

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.)

<< >>

§ 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.)

<< >>

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

<< >>

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

- .1 Design phase milestone dates, if any:

<< >>

.2 Construction commencement date:

<< >>

.3 Substantial Completion date or dates:

<< >>

.4 Other milestone dates:

<< >>

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

<< >>

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

<< >>

§ 1.1.6.1 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.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

<< >>

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

.1 Geotechnical Engineer:

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.2 Civil Engineer:

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

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

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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.2 Mechanical Engineer:

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.3 Electrical Engineer:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service 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.

§ 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, 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. 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 ordinarily provided by architects practicing in the same or similar locality 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall 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.

§ 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.

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

§ 2.5.3 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 with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») 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.

§ 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 Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, 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's approval a schedule for the performance of the Architect's services. The schedule initially shall include 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, 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 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.

§ 3.1.5 The Architect shall 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.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

§ 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 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 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 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.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the 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. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 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 quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. 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.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the 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.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 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 Architect shall assist the Owner in bidding the Project by:

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

§ 3.5.2.3 If the Bidding 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 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.

§ 3.6 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 and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, 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 advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 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.

§ 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 the progress and quality of the portion of the Work completed, and to determine, in general, 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. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and 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 that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the 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 decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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, 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.

§ 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 as provided in the Contract Documents.

§ 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 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 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 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 record 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 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 and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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 of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 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 Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; 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.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the 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.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	

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

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service 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 reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

<< >>

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's 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 in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

« »

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the

Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») 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.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

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

<< >>

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

OWNER *(Signature)*

<< >><< >>

(Printed name and title)

ARCHITECT *(Signature)*

<< >><< >>

(Printed name, title, and license number, if required)

