



**Resolution No. 2001-938**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE DLR GROUP ARCHITECTURE AND PLANNING, P.C. FOR DESIGN OF THE SHERWOOD POLICE FACILITY**

**WHEREAS**, the City of Sherwood needs to design and construct a new police facility; and

**WHEREAS**, the firm of DLR Group Architecture and Planning, P.C. is very familiar with the project after completing the preliminary study of space needs and costs for the Sherwood Police Facility; and

**WHEREAS**, the anticipated design cost for the police facility is \$249,536; and

**WHEREAS**, the City Engineer recommends a contingency of 15% (\$37,430) to cover unanticipated design costs.

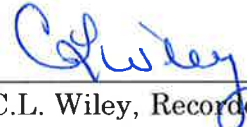
**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

The City Manager is authorized to enter into a contract with DLR Group Architecture and Planning, P.C. for design of the Sherwood Police Facility for an amount not exceeding \$286,966.

Duly passed by the City Council this 27<sup>th</sup> day of March 2001.

  
\_\_\_\_\_  
Mark Cottle, Mayor

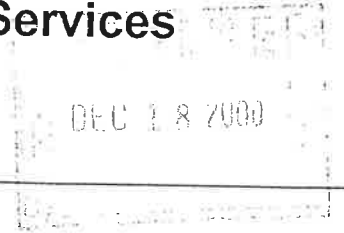
ATTEST:

  
\_\_\_\_\_  
C.L. Wiley, Recorder



# Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AIA Document B141 - 1997  
1997 Edition - Electronic Format



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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**AGREEMENT** made as of the fifteenth day of December in the year Two Thousand  
*(In words, indicate day, month and year)*

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

City of Sherwood Oregon  
20 NW Washington St.  
Sherwood, OR 97140

and the Architect:

*(Name, address and other information)*

DLR Group Architecture & Planning, PC  
421 SW Sixth Ave. #1212  
Portland, OR 97204

For the following Project:

*(Include detailed description of Project)*

City of Sherwood Police Facility

The Owner and Architect agree as follows.

## ARTICLE 1.1 INITIAL INFORMATION

**1.1.1** This Agreement is based on the following information and assumptions.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

Project scope is as identified in the planning report titled "City of Sherwood Police Facility Planning Report for Proposed Facilities, City of Sherwood Police Department" dated August 8, 2000.

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Electronic Format B141-1997

## 1.1.2 PROJECT PARAMETERS

### 1.1.2.1 The objective or use is:

*(Identify or describe, if appropriate, proposed use or goals.)*

Design and construction of a new police department facility.

### 1.1.2.2 The physical parameters are:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

17500 sf facility on a 3.4 acre site located at Edy Road and Borcher's Drive, Sherwood Oregon.

### 1.1.2.3 The Owner's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

As stated in paragraph 1.1.1.

### 1.1.2.4 The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

To be provided by owner.

### 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: 3.84 Million Dollars plus interest earnings to be designated as contingency budgets.
- .2 Amount of the Owner's budget for the Cost of the Work, to be designed and specified by the Architect, excluding the Architect's compensation, is: 2.969 Million Dollars.

### 1.1.2.6 The time parameters are:

*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

Schedule to be determined with an anticipated date for completion of Contract Documents in May, 2000.

### 1.1.2.7 The proposed procurement or delivery method for the Project is:

*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Competitive bid.

### 1.1.2.8 Other parameters are:

*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

None known.

## 1.1.3 PROJECT TEAM

### 1.1.3.1 The Owner's Designated Representative is:

*(List name, address and other information.)*

To be determined.

### 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

*(List name, address and other information.)*

None known.

### 1.1.3.3 The Owner's other consultants and contractors are:

*(List discipline and, if known, identify them by name and address.)*

None known.

### 1.1.3.4 The Architect's Designated Representative is:

*(List name, address and other information.)*

Kent Larson, Principal in the Firm, 421 SW Sixth Ave. #1212, Portland, OR 97204.

### 1.1.3.5 The consultants retained at the Architect's expense are:

*(List discipline and, if known, identify them by name and address.)*

To be identified by Architect.

### 1.1.4 Other important initial information is:

None known.

### 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the

Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

**1.1.6** The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

## **ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES**

**1.2.1** The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

### **1.2.2 OWNER**

**1.2.2.1** Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**1.2.2.2** The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

**1.2.2.3** The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**1.2.2.4** The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

**1.2.2.5** Unless otherwise provided in this Agreement, 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.

**1.2.2.6** 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.

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

### **1.2.3 ARCHITECT**

**1.2.3.1** The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

**1.2.3.2** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This 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. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

**1.2.3.3** The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

**1.2.3.4** The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

**1.2.3.5** 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.

**1.2.3.6** The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

**1.2.3.7** The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

## **ARTICLE 1.3 TERMS AND CONDITIONS**

### **1.3.1 COST OF THE WORK**

**1.3.1.1** The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

**1.3.1.2** The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

**1.3.1.3** The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

### **1.3.2 INSTRUMENTS OF SERVICE**

**1.3.2.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**1.3.2.2** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

**1.3.2.3** Except for the licenses granted in Subparagraph 1.3.2.2, 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. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. 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.

**1.3.2.4** Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

### **1.3.3 CHANGE IN SERVICES**

**1.3.3.1** Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

**1.3.3.2** If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation.

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

### **1.3.4 MEDIATION**

**1.3.4.1** 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 arbitration or the institution of legal or equitable proceedings by either party. 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 arbitration.

**1.3.4.2** 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

**1.3.4.3** 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.

### 1.3.5 ARBITRATION

~~1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.~~

~~1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. 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 or with a person or entity not named or described therein. 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.~~

~~1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the 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 in accordance with Paragraph 1.3.8.

### 1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the 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 the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. 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.

1.3.7.5 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.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants 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.

**1.3.7.7** 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.

**1.3.7.8** 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. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**1.3.7.9** The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither 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 an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

### **1.3.8 TERMINATION OR SUSPENSION**

**1.3.8.1** 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, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. 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 Architect shall be paid 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.

**1.3.8.2** If the Project is suspended by the Owner for more than 30 consecutive days, 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.

**1.3.8.3** If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**1.3.8.4** This Agreement may be terminated by either party 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.

**1.3.8.5** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**1.3.8.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

**1.3.8.7** Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

### **1.3.9 PAYMENTS TO THE ARCHITECT**

**1.3.9.1** Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the



Work other than those for which the Architect has been adjudged to be liable.

**1.3.9.2** Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 ~~transportation in connection with the Project~~, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, ~~plots, standard form documents~~, postage, handling and delivery of Instruments of Service;
- .4 ~~expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Paragraph 1.5.5;
- .8 other similar direct Project-related expenditures.

**1.3.9.3** Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**1.3.9.4** Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

## ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

**1.4.1 Enumeration of Parts of the Agreement.** 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 Owner and Architect. This Agreement comprises the documents listed below.

**1.4.1.1** Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

**1.4.1.2** Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:  
*(List other documents, if any, delineating Architect's scope of services.)*

**1.4.1.3** Other documents as follows:  
*(List other documents, if any, forming part of the Agreement.)*

Exhibit A, Exhibit B, and Exhibit C attached to this agreement.

**1.4.2 Special Terms and Conditions.** Special terms and conditions that modify this Agreement are as follows:

## ARTICLE 1.5 COMPENSATION

**1.5.1** For the Architect's services as described under Article 1.4, compensation shall be computed as follows:  
Lump sum fee of \$249,536.00 derived as shown on exhibit B, attached to this agreement.

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Compensation shall be calculated using the following hourly rates:

<u>Principal</u>	<u>\$150</u>
<u>Senior Professional</u>	<u>\$125</u>
<u>Professional</u>	<u>\$ 95</u>
<u>Professional Support</u>	<u>\$ 85</u>
<u>Technical</u>	<u>\$ 65</u>
<u>Clerical</u>	<u>\$ 45</u>

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and fifteen hundredths ( 1.15 ) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and fifteen hundredths ( 1.15 ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of zero Dollars ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable thirty ( 30 ) days from the date of the Architect's invoice. Amounts unpaid sixty ( 60 ) 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 interest agreed upon.)*

One percent of the total invoice amount for each month past the due date.

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

1.5.9 If the services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
Richard Higgins, Corporate Officer  
(Printed name and title)



# Standard Form of Architect's Services: Design and Contract Administration

AIA Document B141 - 1997  
1997 Edition - Electronic Format

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## ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

**2.1.1** The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

**2.1.2** When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

**2.1.3** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

**2.1.4** Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

**2.1.5** The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

**2.1.6** 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.

### **2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK**

**2.1.7.1** When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

**2.1.7.2** Evaluations of the Owner's budget for the Project, 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 familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

**2.1.7.3** In preparing estimates of the Cost of the 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 make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

**2.1.7.4** If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

**2.1.7.5** If the budget for the Cost of the Work 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 Subparagraph 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

**2.1.7.6** If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

## **ARTICLE 2.2 SUPPORTING SERVICES**

**2.2.1** Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

**2.2.1.1** The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

**2.2.1.2** 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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.

**2.2.1.3** The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

## **ARTICLE 2.3 EVALUATION AND PLANNING SERVICES**

**2.3.1** The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

**2.3.2** The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

**2.3.3** The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

## **ARTICLE 2.4 DESIGN SERVICES**

**2.4.1** The Architect's design services shall include normal structural, mechanical and electrical engineering services.

### **2.4.2 SCHEMATIC DESIGN DOCUMENTS**

**2.4.2.1** The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

### **2.4.3 DESIGN DEVELOPMENT DOCUMENTS**

**2.4.3.1** The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

### **2.4.4 CONSTRUCTION DOCUMENTS**

**2.4.4.1** The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels

of materials and systems required for the Project.

**2.4.4.2** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

## **ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES**

**2.5.1** The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

**2.5.2** The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

**2.5.3** The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

### **2.5.4 COMPETITIVE BIDDING**

**2.5.4.1** Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

**2.5.4.2** If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

**2.5.4.3** If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

**2.5.4.4** The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**2.5.4.5** The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

**2.5.4.6** The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

**2.5.4.7** The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

### **2.5.5 NEGOTIATED PROPOSALS**

**2.5.5.1** Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

**2.5.5.2** If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

**2.5.5.3** If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective

**2.5.5.4** The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**2.5.5.5** If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

## **ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES**

### **2.6.1 GENERAL ADMINISTRATION**

**2.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

**2.6.1.2** The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

**2.6.1.3** The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

**2.6.1.4** Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

**2.6.1.5** The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

**2.6.1.6** If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

**2.6.1.7** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor 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.

**2.6.1.8** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

**2.6.1.9** The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

### **2.6.2 EVALUATIONS OF THE WORK**

**2.6.2.1** The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**2.6.2.2** The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**2.6.2.3** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**2.6.2.4** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

**2.6.2.5** The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

### **2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR**

**2.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment 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 Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**2.6.3.2** 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 material 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.

**2.6.3.3** The Architect shall maintain a record of the Contractor's Applications for Payment.

### **2.6.4 SUBMITTALS**

**2.6.4.1** 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any 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.

**2.6.4.2** 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.

**2.6.4.3** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.



## **2.6.5 CHANGES IN THE WORK**

**2.6.5.1** The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

**2.6.5.2** The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

**2.6.5.3** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

**2.6.5.4** The Architect shall maintain records relative to changes in the Work.

## **2.6.6 PROJECT COMPLETION**

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

**2.6.6.2** The Architect's inspection shall be conducted with the Owner's Designated Representative 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.

**2.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

**2.6.6.4** The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

## **ARTICLE 2.7 FACILITY OPERATION SERVICES**

**2.7.1** The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

**2.7.2** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

## **ARTICLE 2.8 SCHEDULE OF SERVICES**

**2.8.1** Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- 1** up to two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

- .2 up to the number of visits listed in exhibit C ( ) ~~visits~~ to the site by the Architect and/or Engineer over the duration of the Project during construction.
- .3 up to the number of inspections listed in exhibit C ( ) ~~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 up to the number of inspections listed in exhibit C ( ) ~~inspections~~ for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information 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 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description
.1 Programming	<u>Owner</u>	
.2 Land Survey Services	<u>Owner</u>	
.3 Geotechnical Services	<u>Owner</u>	
.4 Space Schematics/Flow Diagrams	<u>Architect</u>	
.5 Existing Facilities Surveys	<u>Not Provided</u>	
.6 Economic Feasibility Survey	<u>Not Provided</u>	
.7 Site Analysis and Selection	<u>Not Provided</u>	
.8 Environmental Studies and Reports	<u>Not Provided</u>	
.9 Owner Supplied Data Coordination	<u>Not Provided</u>	
.10 Schedule Development and Monitoring	<u>Not Provided</u>	
.11 Civil Design	<u>Architect</u>	
.12 Landscape Design	<u>Architect</u>	
.13 Interior Design	<u>Architect; Fixed equipment and finishes specified only</u>	
.14 Special Bidding or Negotiation	<u>Not Provided</u>	
.15 Value Analysis	<u>Not Provided</u>	
.16 Detailed Cost Estimating	<u>Not Provided</u>	

- .17 On-Site Project Representation Not Provided
- .18 Construction Management Not Provided
- .19 Start-up Assistance Not Provided
- .20 Record Drawings Not Provided
- .21 Post-Contract Evaluation Not Provided
- .22 Tenant-Related Services Not Provided
- .23 Loose Furniture Selection/Specification Not Provided
- .24
- .25

Description of Services.  
 (Insert descriptions of the services designated.)  
See exhibit C, attached to this agreement.

SIGN  
HERE

**ARTICLE 2.9 MODIFICATIONS**


2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

Exhibit A, attached to this agreement.

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: December 15, 2000.

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 ARCHITECT (Signature)



\_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
 Richard Higgins, Corporate Officer  
 (Printed name and title)

## Exhibit A

### ARTICLE 2.9.1

#### MODIFICATIONS

2.9.1.1 The Owner recognizes that responsibility and liability for preparation and certification of specifications and drawings, through the construction document phase shall reset solely with the Architect. Accordingly the Architect shall be notified and issue written approval, if deemed appropriate, for all modifications made to the construction documents at any time during the course of this project.

2.9.1.2 The Owner may direct the Architect to include the Contract Documents, provisions informing potential bidders that final payments of amounts due to the Contractor may be modified by the Owner to directly offset expenses incurred for additional expense made necessary by the Contractor. In the event that extensive shop drawing review and resubmittal is required, additional testing, balancing or other investigative or corrective services are required, the Architect, upon approval by the Owner, will be authorized to perform such work. Costs of such services and related expenses shall be reimbursable to the Architect to the extent they are recoverable by the Owner.

2.9.1.3 Unless otherwise provided 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 in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9.1.4 The Architect hereby states and the Owner acknowledges, that the Architect has no professional liability or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement of removal of products, materials, or processes containing asbestos.

2.9.1.5 The Architect shall, as part of basic services, make recommendations to the Owner as to the advisability of retaining an environmental consultant regarding asbestos related materials or other hazardous materials of which the Architect is aware, if any. The initial recommendation shall be made by the Architect prior to the commencement of construction and said obligation shall continue during the construction period. This obligation shall not limit the Owner from engaging an environmental consultant without the specific recommendation of the Architect, should the Owner deem it necessary. The environmental consultant shall be directed by the Owner to make recommendations regarding any necessary remedial actions such as abatement, encapsulation, etc. In addition to making an initial recommendation to the Owner as to the advisability of hiring an environmental consultant, the Architect shall be responsible, as part of basic services, for: (1) incorporating recommendations of the environmental consultant in the contract documents regarding necessary actions pertaining to asbestos related or other hazardous materials; (2) upon direction of the environmental consultant, provide references to applicable local, state, and federal codes and standards to which the Contractors will be required to be in compliance; and (3) the coordination of the recommendations of the environmental consultant with other aspects of the projects. Both the Owner and the Architect mutually understand that for the purposes of testing, examination, assessment and recommendations, both the Owner and Architect are relying of the expertise of the environmental consultant.

2.9.1.6 As part of basic services, the Architect shall provide the following supplemental services:

2.9.1.7 As part of basic services, the Architect shall provide Specification of interior finish color and materials.

2.9.1.8 As part of basic services, the Architect shall provide Recommendations on color selections for owner purchased furniture and equipment.

## Exhibit A

2.9.1.9 As part of basic services, the Architect shall provide Site design and engineering.

2.9.1.10 As part of basic services, the Architect shall provide Provide services of a Geotechnical Consultant for design recommendations.

2.9.1.11 As part of basic services, the Architect shall provide Provide services of a Surveying consultant for survey of existing conditions to be used as the basis of the site design.

2.9.1.12 The Architect shall prepare drawings and specifications that comply with applicable laws, regulations, ordinances and building codes, in effect at the start of the schematic design process,, to the extent necessary to obtain favorable plan review and building permits from applicable regulatory agencies and to prevent any violations thereof in the construction or occupancy of the Project. The Architect shall notify the Owner in writing of any changes in such requirements that occur after the start of such design process.

2.9.1.13 The Architect shall perform basic and additional services expeditiously with professional skill and care and consistent with the time constraints of the project.

2.9.1.14 The Architect shall prepare a design schedule when schematics begin, showing the anticipated design process through schematic, design development and contract documents. This schedule shall be incorporated into the schedule developed by the General Contractor.

2.9.1.15 ork provided directly by the Owner's work force or by Contractors under the direct control of the Owner shall meet all code and legal requirements governing this contract.

2.9.1.16 The Owner shall be responsible for the costs accruing to assessments, permit fees, jurisdictional agency review fees, utility connection costs and sales or use tax, if any.

2.9.1.17 If any portion of the Architect's Fee is withheld for any reason, such fee shall be placed in an interest-bearing escrow account in the joint names of the Architect and the Owner. These funds, including interest, will be released to the Architect when a resolution of such reason for the withholding action is in the favor of the Architect.

2.9.1.18 The Architect shall provide a \$1,000,000 Professional Liability Insurance Policy as a basic provision of the contract. Additional professional liability insurance coverage may be made available to the Owner, at the Owner's option, with the costs for such coverage fully reimbursable to the Architect. Except for any action, causes of action, claims, liabilities, cost, or expense arising from a negligent act of the Architect, the maximum financial liability of the Architect to the Owner shall be limited to the total amount of such professional liability insurance defined above.

2.9.1.19 The Owner, with the assistance of the Architect and the Contractor shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs, and in conjunction with the Architect, establish a minimum of five percent (5%) construction contingency in the budget. This contingency shall be available during the construction phases to accommodate Owner authorized and unanticipated changes that occur during the course of construction of the project.

2.9.1.20 The Architect shall assist the Owner in selecting various materials and components to be incorporated into the Project where the quality or quantity of such materials and components were not specified in the Contract Documents, and in connection therewith the Architect shall undertake to select such materials and components whose quality is consistent with the intent of the contract documents, or consistent with similar materials or components in the Contract Documents. Non specified materials and

## **Exhibit A**

components shall be incorporated into the work by execution of a change order document to affected contractors, or by issuance of a purchase order directly by the owner, and the cost for the change order or purchase order shall be a part of the project cost and shall be deducted from the construction contingency,

**Exhibit B**  
**Fee Derivations**  
**City of Sherwood**  
**Police Facility**  
**December 15, 2000**

**A. Basic Services**

A-1	Basic Services	8.00% of Construction Budget	\$237,536
	Construction Budget Calculation		
	Building / Site	\$2,757,000	
	Phone / Data	\$38,000	
	Firing Range Equip.	\$60,000	
	Inflation        4%	\$114,200	
	<u>Total</u>	<u>\$2,969,200</u>	

**B. Specialty Sub-Consultants**

B-1	Land Survey		\$4,000
B-2	<u>Geotech</u>		\$8,000
B-3	<u>Traffic Consultant</u>		\$0
B-4	<u>Independent Cost Consultant</u>		\$0
B-5	<u>Communications/Data Consultant</u>	Included in Basic Services	
	For Planning and Design of Security System, Phone System and Data Network		
B-6	<u>Off-Site Civil Engineering</u>		\$0
B-7	<u>Furniture Selection / Specifications</u>		\$0
B-8	<u>Fire &amp; Life Safety System Design</u>	Included in Basic Services	
	Performance specifications by AE		
<b>Total A/E Services Lump Sum Fee</b>			<b>\$249,536</b>

**DATE:** Dec. 15, 2000  
**PROJECT:** City of Sherwood Police Facility  
DLR # 74.00139.00

**EXHIBIT C**  
**DESIGNATED SERVICES**

1. Pre-Design
  - a. Site Survey
  - b. Geotechnical Report
  - c. Assist with Site Plan Approval Process by providing
    - i. Project Narrative
    - ii. Copy of County Tax Map
    - iii. Copy of Vicinity Map
    - iv. Assist with application form
    - v. Provide required Plans including
      - (1) Survey of existing conditions (product of Surveyor subcontractor)
      - (2) Site Plan
      - (3) Erosion Control Plan
      - (4) Utility Plan
      - (5) Storm water Plan
      - (6) Site Lighting Plan
      - (7) Site Landscaping Plan
    - vi. Surrounding Land Use Plan (Air Photo)
    - vii. Architectural Sketches / Elevations (Assume same as schematic design plans / elevations)
  - d. Assist with Conditional Use Approval Process
2. Design
  - a. Architectural, Structural, Mechanical, Electrical
  - b. Civil
  - c. Landscape
  - d. Low Voltage Design
    - i. Telephone
    - ii. Data
    - iii. Fire Detection
    - iv. Security System
3. Bidding
  - a. Assume One bid package for competitive bid which would include demolition, site work, and building construction



4. Construction

- a. Assume standard number of site visits for observation. Additional site visits to be additional services. Standard visits are defined as follows:

Site observation ( # of Visits)

Architect	20	observation/site meetings
Civil	4	observation/site meetings
Mechanical	4	observation/site meetings
Electrical	3	observation/site meetings
Structural	3	observation/site meetings
Landscape	2	observation/site meetings

Substantial Completion Inspections ( # of visits)

Architect	2
Civil	2
Mechanical	2
Electrical	2
Structural	2
Landscape	2

Final Completion Inspections ( # of visits)

Architect	2
Civil	2
Mechanical	1
Electrical	1
Structural	1
Landscape	1

- b. Assume standard effort regarding number of RFI issued by contractor. Additional RFI's to be additional services. 200 RFI submittals by the contractor is defined as the standard level of effort for this project.