



BUILDING AUTHORITY AGENDA

CITY OF NOVI
Building Authority Meeting
Thursday, November 29, 2007 | 8 A.M.
Activities Room | Novi Civic Center | 45175 W. Ten Mile Road
(248) 347-0445

CALL TO ORDER

ROLL CALL: Larry Czekaj, Julie Farkas, Rob Hayes, Clay Pearson, Steve Rumble,
Kathy Smith-Roy, Mark Sturing

STAFF/OTHERS: Melissa Place, City Manager's staff
Thomas R. Schultz, Secret-Wardle

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. November 1, 2007 meeting

PURPOSE OF THE MEETING

1. Project Budget (Smith-Roy) and Schedule (Pearson/Farkas)
2. Approval of recommended contract with BEI/Diamond & Schmitt (Schultz)
3. Updates to stakeholders (e.g. Library Board, Library Staff, City Council) from Building Authority Members and to the Community (via website, etc.)
4. Next Meeting (topics) scheduled for Thursday, December 6, 2007

ADJOURNMENT



**BUILDING AUTHORITY MEETING
THURSDAY, NOVEMBER 1, 2007 AT 8:00 AM**

**NOVI CIVIC CENTER
MAYOR'S CONFERENCE ROOM – 45175 W. TEN MILE ROAD**

Meeting was called to order at 8:09 a.m.

Members Present: Larry Czekaj, Rob Hayes, Mary Ellen Mulcrone, Clay Pearson, Steve Rumble, Kathy Smith-Roy, Mark Sturing

Others Present: Pamela Antil, Barb Rutkowski, Margi Karp-Opperer, Bob Cutler, Tom Schultz, Melissa Place

APPROVAL OF AGENDA

Motion by Smith-Roy, seconded by Sturing; CARRIED UNANIMOUSLY: To approve agenda as presented.

APPROVAL OF MINUTES

Motion by Smith-Roy, seconded by Sturing; CARRIED UNANIMOUSLY: To approve the September 13, 2007, September 20, 2007 and September 27, 2007 minutes with changes.

PURPOSE OF THE MEETING

1. Swearing-in of Building Authority Members

City Clerk Maryanne Cornelius performed the ceremony and Members Czekaj, Hayes, Pearson, Rumble, Smith-Roy, and Sturing confirmed the Oath.

2. Election of Chair

Motion by Pearson, seconded by Smith-Roy; CARRIED UNANIMOUSLY: To approve the appointment of Larry Czekaj as Chair.

Mr. Czekaj asked if there was a Vice Chair or other appointment that needed to be addressed. Ms. Smith-Roy said there is the position of Secretary/Treasurer.

Motion by Czekaj, seconded by Smith-Roy; CARRIED UNANIMOUSLY: To approve the appointment of Mark Sturing as Secretary/Treasurer.

3. Continued discussion of BEI/Diamond & Schmitt and Project Management/Owner's Representative contract agreements.

Mr. Pearson commented that the draft contract agreement was presented to BEI/Diamond & Schmitt on Wednesday afternoon. Mr. Schultz explained BEI received

the draft contract late on October 31. There are two sections within the contract. One is the agreement for the general operating process, and the other is a list of conditions of our relationship during the project. In addition, the Plante & Moran contract is for an Owner's Representative. Mr. Pearson commented the final numbers are not included in the contract. Mr. Sturing commented he has three areas for discussion regarding the BEI contract. The first involves "prevailing wages". If "prevailing wages" is not a requirement he would like it not to be included. What are the hard costs for Plante & Moran? Ms. Smith-Roy said no Federal or State grant funds are being utilized. Mr. Czekaj said the discussion lends itself to strike the prevailing wage requirement. Mr. Schultz said it will be taken out.

The second point involves the \$11 million as stated in the agreement to the \$12.5 as discussed. There was discussion as to whether the budget is \$11 million as stated or \$12.5 million. Mr. Schultz commented the \$16 million is a not-to-exceed amount for the entire project. Ms. Smith-Roy concurred that \$12.5 million is correct.

The third point involves the Plante & Moran draft agreement. Mr. Czekaj said the contract provides for an Owner's Representative. What level of service are we requiring? He gave as an example the senior housing project. The Authority used an individual who was onsite almost daily to be the ears and the eyes for the City's interest. If the Authority does a good job on getting a good contract, we most likely will have a success. However, he is not against hiring an Owner's Representative. Mr. Cutler said his experience is that when you hire someone who is working for you to oversee a project, it is beneficial. Mr. Czekaj said we have a good architectural team. Mr. Sturing commented it is critical to have an Owner's Representative like Plante & Moran if the Library Board was to oversee the project. With the shift of oversight to the Building Authority, the level of services for an Owner's Representative may have changed, due to the talent of City staff on the Authority. Someone like Plante & Moran can be helpful but we can do something on as needed base since we have a high level of talent. We do not need 100% Owner's Representative. Mr. Pearson said we need a Project Manager. Plante & Moran would be a good place to start at the next meeting. Ms. Smith-Roy said we are not doing a Request for Proposal for services. Mr. Pearson said a Project Manager could do the work. Mr. Czekaj said for discussion purposes we might want to look at an RFP. Mr. Pearson said Plante and Moran did a nice job on the architectural matrix, which was helpful.

Ms. Antil said there is City talent that will be brought to the project. Mr. Czekaj agreed that City staff is strong to assist with financials, planning and engineering related areas. Mr. Hayes clarified that engineering is not able to conduct survey work and soil samples, etc. Mr. Sturing said we know the limitations and are able to hire an independent inspector to conduct code inspections, as an example. Mr. Hayes said inspections and pay estimates are the responsibility of a Project Owner's Representative. Ms. Antil asked who will be responsible for solving issues in the field. Mr. Czekaj said the Building Authority. Ms. Antil asked how these issues get resolved in a timely fashion. As an example, the City will be hiring an Owner's Representative for the fire station improvements and police critical needs. Mr. Czekaj said they had the same issues with the General Contractor with Meadowbrook Commons project on a daily basis. The Building Authority called a meeting as soon as humanly possible. Ms. Smith-Roy said the City could hire other consulting services for environmental issues, etc. Ms. Sturing said if an issue involves the Owner's

Representative, it probably would need to be brought to the Building Authority because it would be something all Members would need to review. Mr. Hayes commented the Owner's Representative authority could be authorized to approve changes under a specific dollar cap without coming to the Board. Mr. Czekaj commented the previous projects for the Building Authority worked very well. Mr. Schultz asked if there were the same number of people. Mr. Pearson said there are more people but we need to have same framework with an Owner's Representative. There are always peaks and valleys during construction.

Looking at the draft contract for BEI there are a couple of comments. Mr. Pearson said on page three of the agreement team, he would like to see the same description for Diamond & Schmitt as there is for BEI. He wants to have the same rights as the paragraph above. Mr. Schultz will talk with Diamond & Schmitt for a liability agreement. Mr. Sturing commented Diamond & Schmitt should be listed on page one along with BEI. Mr. Hayes commented the two firms presented themselves as a joint project. Mr. Pearson said the time and deliverables on page three should read start of construction in April 2008 with completion by 2010. There also should be a time reference to construction documents and site plan timetable.

Mr. Sturing commented Plante & Moran made a point of 1.5% for standard of care. Mr. Schultz said on page 9 of 12 of the first agreement is the standards of care closure, which is 1.95%. Mr. Pearson said the 1.95% of what number? Mr. Schultz said the actual amount of the contract will be the number.

Mr. Pearson said the next step is determining when the construction manager and owners representative roles would begin. The discussion continued regarding the responsibilities between the architectural/engineering staff and the owner's rep. Mr. Pearson answered the responsibilities of the owners representative is broken out in the Plante & Moran proposal. Ms. Mulcrone commented the earlier proposal for Plante & Moran was \$290,000 which included the architectural selection. Mr. Sturing said the \$290,000 could go down if the services were identified and selected separately. Mr. Schultz said the proposal was \$255,000 to \$290,000 which includes reimbursables. Mr. Czekaj asked Mr. Schultz to ask Plante & Moran for additional information. Mr. Czekaj said that an a la carte of services might be the way to go. Mr. Schultz said that is fine but there needs to communication so that it is clear as to what is included. Ms. Mulcrone commented the Library Board received four proposals and two were considered for the Project Manager. Mr. Czekaj commented the two firms were Plante & Moran and Kahn Global Services, Inc. Mr. Sturing commented the Library Board stepped down when the Building Authority came forward. He is totally comfortable with Plante & Moran. They have done a good job. Ms. Antil said there is history with Plante & Moran. They have expedited the schedule in working with Mr. Schultz, the Library Board, Novi schools, as well as the gun range, and fire station. Mr. Czekaj again mentioned they might be willing to work on an a la carte menu. Mr. Czekaj suggested we ask for references from Plante & Moran for at least three or four projects over \$10 million. Mr. Sturing said there were references listed at the end of the original proposal. Ms. Mulcrone will forward the information for RFP for Owner's Representative sent out in May. Mr. Pearson asked who is going to take the next step and make calls. Mr. Czekaj said he is willing to make phone

calls because it is important. Ms. Antil volunteered to check references and will report to the Board. Mr. Hayes will help.

Mr. Czekaj asked what BEI/Diamond & Schmitt have been busy with over the last few weeks. Mr. Antil said they meet with City staff and Novi schools because they were interested in the student patterns between the school and library. Ms. Mulcrone said they have been to the library twice to meet with department heads, and have visited the school technology center. There have been some long calls between library staff and Ms. Sydney Browne. Diamond & Schmitt is looking at current and projected needs. Ms. Browne is updating the floor plans and really taking a look at the collections and space projections. The impact of this process is that it is taking staff time to count stacks, tables and chairs, etc. since Ms. Browne is not in the area. Mr. Czekaj asked Ms. Mulcrone if she was pleased from her perspective. Ms. Mulcrone answered the phone is not the best way to communicate but there is not another option always available. Ms. Smith-Roy clarified that there is not a contract so this way is not unusual. Ms. Mulcrone said there is a contract for preliminary work in the amount of \$40,000. Mr. Czekaj said Ms. Browne has a good understanding of how a library operates. Ms. Mulcrone agrees and said Ms. Brown is a good listener. Ms. Antil continued by saying BEI/Diamond & Schmitt has met with a City Planner and have requested numerous maps and other background information.

Mr. Czekaj said the School Board had no negative comments regarding a shared driveway. Mr. Pearson commented BEI will include the Fuerst Farm property in the master planning of the site. We can look to have a contract in late November. The inclusion of the property enhances the campus-like theme.

The next meeting was scheduled for Thursday, November 8, 2007 at 10 a.m. to continue discussion of the BEI/Diamond & Schmitt and Plante & Moran proposed contracts.

Motion by Smith-Roy, seconded by Sturing; CARRIED UNANIMOUSLY: To adjourn the meeting at 9:18 a.m.

CITY OF NOVI - LIBRARY CONSTRUCTION DRAFT BUDGET

		<u>DRAFT BUDGET</u>	
1. CONSTRUCTION COSTS			
A.			
B.			
C.			
		\$ 12,500,000	
2. ARCHITECTURAL DESIGN & ENGINEERING SERVICES			
A. Contract		\$ 835,000	per draft contract
B. Reimbursables		36,400	
		871,400	
3. TECHNOLOGY			
A. Design			
B. Materials & Equipment			
		\$ 900,000	
4. FURNITURE, FIXTURES & EQUIPMENT			
A. Design			
B. Furniture, Fixtures & Equipment			
		\$ 900,000	
5. LEGAL COSTS			???
6. BOND COSTS (Estimated 1.5% of bond issue)			
A. Bond Counsel		\$ 34,500	actual, includes costs
B. Financial Advisor		20,800	actual, plus costs not to exceed \$1,000
C. Underwriters' Discount		120,000	estimate
D. Official Statement Printing & Mailing		6,500	estimate
E. Rating Agencies		24,000	estimate
F. Michigan Department of Treasury		1,000	estimate
G. Municipal Advisory Council (MAC) fee		200	estimate
H. Contingency		29,300	estimate
		\$ 236,300	
7. CONTINGENCY (overall approx. 3.7%)		\$ 592,300	
TOTAL AMOUNT OF BOND ISSUE & PREPAYMENT		\$ 16,000,000	

Source of Funds
 Bond Proceeds \$16,000,000
 Investment Earnings
 Contributions

\$

CITY OF NOVI - LIBRARY CONSTRUCTION BOND PROCEEDS DRAFT SCHEDULE

02/25/08	City Council Meeting; Bond Authorizing Resolution
05/19/08	City Council Meeting; Resolution Adopting Millage Rates and 2008-9 Budget
05/01/08	Preliminary Bond Official Statement
05/01/08	Meeting with rating agencies
05/01/08	Bids solicited
06/09/08	City Council Meeting; Resolution Approving Sale of Bonds
05/31/08	Final Bond Official Statement
06/26/08	Bond Proceeds to be delivered
06/30/08	Library Fund to be reimbursed for expenditures incurred
10/01/08	First debt service payment
04/01/09	Debt service payment



November 28, 2007

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Thomas R. Schultz
Direct: 248-539-2847
tschultz@secretwardle.com

Lawrence Czekaj
Members of the Building Authority
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

RE: *Agreement for Architect Services—City of Novi and BEI Associates, Inc.*
Our File No. 55142 NOV

Dear Chairperson Czekaj and Board Members:

Attached is a final draft of the proposed agreement between the City of Novi and BEI Associates, Inc. relating to architect services for the new Novi library. The agreement has been reviewed by both our office and Plante & Moran CRESA on behalf of the City, and by BEI and Diamond+Schmitt. As far as we are concerned, the agreement is in proper form for the Board to approve.

The agreement leaves open the owner's representation issue (the City "may" engage one). However, the issue of the assignment of various professional services to an owner's representative is still something that affects the project generally. The Board has had discussions on this topic but has not come to a conclusion about the level and timing of the necessary owner's representative services. It is my understanding that the City staff and the Library Director, Julie Farkas, expects to address the Building Authority at its next meeting regarding the need for professional services from library planning experts relating to the technology, furniture/fixtures, and the general programming/preparation work now underway. A resolution on this issue would also put the matter at rest for BEI and Diamond+Schmitt, who are anxious to confirm who the day-to-day contact and project manager from the City will be.

Under the circumstances, it makes some sense to consider having the approval of the agreement *conditioned upon* the Building Authority's determination, at its next meeting (currently scheduled for December 6, 2007), of the extent of owner's representative services expected to be obtained through other professionals.

If the Authority is satisfied with the form of the agreement with BEI, and thinks it appropriate to make its approval of the agreement contingent upon the resolution

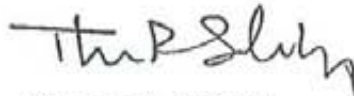
of the scope of services for other owner's representatives or consultants, an appropriate form of the motion would be as follows:

Move to approve the proposed agreement between the City of Novi and BEI Associates, Inc., AIA document B141-1997, Parts 1 and 2, and Exhibits A, B, and C, and to authorize the Chair of the Building Authority to execute the agreement after the Building Authority meets to discuss and resolve the scope of services, if any, to be provided by an owner's representative and/or library design professional or other consultants, and after the time passes for City Council review of this action.

Please remember that under the delegating responsibilities to the Building Authority, selection and award of major professional services contracts such as this are deemed to be ratified by the City unless a motion is adopted by the City Council to review the award by or before the first regular City Council meeting scheduled after the award.

I look forward to discussing the agreement with the Authority on Thursday, November 29, 2007. If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



Thomas R. Schultz

TRS/jes

Enclosure

cc: Clay J. Pearson, City Manager
Pam A. Antil, Assistant City Manager
Maryanne Cornelius, City Clerk



AIA Document B141™ - 1997 Part 1

Standard Form of Agreement Between Owner and Architect With Standard Form of Architect's Services

AGREEMENT made as of the 12th day of December
in the year Two Thousand and Seven
(In words, indicate day, month and year)

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

The City of Novi
45175 West Ten Mile Road
Novi, Michigan 48374

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

BEI Associates, Inc.
601 West Fort Street
Detroit, Michigan 48226

For the following Project:
(Include detailed description of Project)

A new Novi Public Library, located generally at the current Novi Public Library site, 45245 West Ten Mile Road in the City of Novi, Oakland County, Michigan

The Owner and Architect agree as follows:

**DRAFT—November 28, 2007
For Review and Comment
Only NOT FOR PUBLICATION**

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

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

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.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

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

In order to serve Novi's growing community, Novi Public Library plans to replace its current library facility. This plan is based on the recommendations of the Strategic Planning Task Force, and the Facilities Planning Committee.

§ 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.)

The new replacement library will be located generally at the current library site. The approximate building gross area is between ~~45,000~~ 57,000 sq. ft. and 60,000 sq. ft.

§ 1.1.2.3 The Owner's Program is:

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

Owner's conceptual program for the new facilities is attached. The program as attached was prepared in April 2006 and initially contemplated a renovation of the existing library building. Although this Agreement contemplates a new building, space programming, conceptual finishes, and the like remain the same. Included in the Architect's Basic Services, Architect shall validate the facility program, and notify the Owner of any significant changes in the program and/or budget in writing prior to commencement of Schematic Design.

§ 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.)

The buildings will be constructed generally on the current Novi Public Library site located at 45245 West Ten Mile Road. Boundary survey and preliminary geotechnical (soil boring) data is attached.

§ 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, ~~but~~ and also including financing, legal and other "soft costs" is:

Not-to-exceed Sixteen Million Dollars (\$16,000,000).

- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, but including ~~Construction Contingency and Contractor's Fees and Costs for building demolition, utilities, earthwork, landscaping, paving, building costs and general conditions.~~

Not-to-exceed ~~Eleven Million Dollars (\$11,000,000)~~ Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00).

- 3 The Owner has established and the Architect ~~acknowledges~~acknowledges a fixed limit of Construction Cost as a condition of this Agreement by the furnishing, proposal, or establishment of a Project budget. 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 with the Owner's review and approval; and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

§ 1.1.2.6 The time parameters are:

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

Architect is required to complete Construction Documents for the new library facilities on or before ~~April 22~~June 15, 2008. ~~Construction shall be substantially complete by April 2010.~~

§ 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.)

The Owner intends to engage a General Contractor for construction of the Project. The Agreement for construction will be the Standard Form of Agreement between Owner and Contractor where the basis of payment is the Cost of the Work Plus a fee with a negotiated Guaranteed Maximum Price (AIA Document A111 - 1997 Edition). The agreement will include the 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction, amended as required and appropriate for this Project as determined by the Owner.

§ 1.1.2.8 Other parameters are:

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

~~The Owner has determined that the Project will require prevailing wage scale for construction. Other possible issues~~ include exploration of shared access during site plan process and design review of orientation of improvements as relates to the adjacent historic building site.

§1.1.3 PROJECT TEAM

§1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

~~The Novi City Council has delegated to the Novi Building Authority certain duties and responsibilities, including contract review and administrative oversight. The day-to-day Representative of the City for the Project for purposes of this Agreement shall be Mr. Clay Pearson, City Manager, The City of Novi, 45175 West Ten Mile Road, Novi, Michigan. Telephone: (248) 347-0456. Alternate contact is Julie Farkas, Library Director, Novi Public Library, 45245 West Ten Mile Road, Novi, Michigan.~~

§ 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.)

Independent Owner Representative Consultant (Advisor): ~~Plante & Moran CRESA~~

~~To Be Determined.~~

§ 1.1.3.3 The Owner's other consultants and contractors are: *(Also see Paragraph 1.4.2.12)*

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

No other consultant has been identified at this time.

§ 1.1.3.4 The Architect's Designated Representative and Key Team Members are is: *(Also see Paragraph 1.4.2.15)*

(List name, address and other information.)

Christopher Kittides, PE - Principal-in-Charge
Roch Le Blanc, AIA - Project Director
Alvin Blair, AIA - Chief Architect

Fred Hendricks, PE - Structural Engineer
 David Sturges, PE - Mechanical Engineer
 A.K. Patel, PE - Electrical Engineer
 Alan Ko, PE - Civil Engineer

§ 1.1.3.5 The consultants retained at the Architect's expense are:
 (List discipline and, if known, identify them by name and address.)

Diamond + Schmitt Architects, Inc. - Messrs. Donald Schmitt, Gary McCluskie and Sydney Browne for space programming, site layout and design.

§ 1.1.4 Other important initial information is:

The Architect and Owner have not mutually identified additional important initial information at time of execution. Architect shall provide services under this Agreement consistent with ~~established the highest~~ professional standards for this type of project and hereby represents that the project to be designed will, upon completion of construction in conformity with Architect's design and specifications, be fit for the intended purposes and in conformity with ~~all~~-applicable governmental regulations, statutes, and ordinances including the Americans With Disabilities Act.

§ 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: (Also see Paragraph 1.4.2.1)

AIA Document A201, General Conditions of the Contract for Construction - 1997 Edition, amended and modified as appropriate and required for the Project as determined by the Owner.

§ 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 Section 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 requested by the Architect 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. However, the failure by the Owner to furnish any information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time in which the Architect is to perform such duties unless the Architect notifies the Owner in writing that the lack of such information may impede the progress of the Project.

§ 1.2.2.2 The Owner shall ~~may~~ 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 advice and input of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 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. (See Paragraphs 1.4.2.12 and 1.4.2.18)

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 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; but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation.

§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 acknowledges the Owner is relying on the Architect's special skills and expertise in projects of the type herein. Therefore, the ~~The Architect's~~ services shall be performed as expeditiously as is consistent with the highest standard of professional skill and care and with the utmost diligence ~~professional skill and care~~ and the orderly progress of the Project. Architect represents ~~and warrants~~ that Architect's services and those of its consultants and any other party being coordinated by the architect shall be in compliance with ~~all~~ applicable federal, state and local laws, codes, regulations, and ordinances. 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 Section 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. *(See Paragraph 1.4.2.2 for further definition of Architect's Standard of Care)*

§ 1.2.3.3 The Architect's Designated Representative identified in Section 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. The Architect ~~warrants~~ represents that all work performed by the Architect, and consultants of the Architect, and any other party being coordinated by the Architect for this Project, shall ~~fully~~ comply with ~~all~~ such laws, codes and regulations.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information requested by the Architect and 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 ~~for the locale in which the Project is located.~~

§ 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 such as review and permit fees, Owner Representation Consultant, Project Financial Consultant, etc. 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. (Replaced by Paragraph 1.4.2.4)~~

~~§ 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. (Replaced by Paragraph 1.4.2.4)~~

~~§ 1.3.2.3 Except for the licenses granted in Section 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 Section 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. (Replaced by Paragraph 1.4.2.4)~~

~~§ 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. (See Requirements for Record Drawings in Paragraph 1.4.2.5)~~

§ 1.3.3 CHANGE IN SERVICES

~~§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, beyond the scope of work described herein 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 Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services and secure Owner's written approval for 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 Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 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 after the Instrument of Service have been reviewed and accepted by the governmental agencies/officials having jurisdiction over the Project and that the Architect had during such review identified in writing to the Owner and such governmental agencies/officials the applicable version of codes, laws and regulations that form the basis to which the Project is designed to conform, 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. (See Paragraph 1.4.2.6 for Additional Mediation Provisions)~~

§ 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

~~§1.3.5.0 The Owner expects to amend the Standard Form of Agreement and General Conditions referred to in Section 1.1.2.7 (and Section 1.1.5) and to remove the mandatory, arbitration provision. If that amendment/removal does not occur, and said Agreement remains subject to arbitration, the Section 1.3.5 shall also be applicable, otherwise it shall be inapplicable to this Agreement.~~

~~§ 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 Section 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 Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the state of Michigan, ~~of the principal place of business of the Architect, unless otherwise provided in Section 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, ~~and amended and modified as~~

appropriate and required for the Project, unless otherwise provided in this Agreement. (Also see Paragraph 1.4.2.1)

§ 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, and amended and modified as appropriate and required for the Project, unless otherwise provided in 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. (See Paragraph 1.4.2.9)

§ 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 breach of 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 as agreed by the Owner and Architect.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 90 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 as agreed by the Owner and Architect.

§ 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 Section 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 Causes:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications; *(See Paragraph 1.4.2.10)*
- .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; *(See Paragraph 1.4.2.10)*
- .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; *(See Paragraph 1.4.2.11)*
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 ~~other similar direct Project-related expenditures;~~

8. The total reimbursable expenses shall not in any event, however, exceed the amount set forth in Architect's proposal, \$36,400, unless specifically acknowledged by Owner in writing.

§ 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 B 141-1997, Part 1.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B 141-1997, Part 2, 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.)

The Scope of Services, schedule, representations and acknowledgements submitted on August 23, 2007 by the Architect's proposal and response to the Owner's Request for Proposal and the Scope of Services required in the Owner's Request for Proposal, are included in the Basic Services of the Architect. In the event there are any ambiguities between the Architect's proposal and those in this Agreement, they shall be interpreted in favor of the Owner.

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

§ 1.4.2.1 In the event there is any conflict between this Agreement and AIA Document A201 as amended, the terms of this Agreement shall prevail. *(Reference subparagraphs 1.1.5 and 1.3.7.2)*

§ 1.4.2.2 The Architect ~~warrants~~ represents to the Owner that the Architect will produce documents that are complete, correct, and within the project budget and schedule set forth herein. In order to equitably allocate and/or assign the costs incurred by errors, omissions and negligent acts, the Architect agrees that if as a result of any errors, omissions or negligent acts, for which the Architect has responsibility and/or ~~legal~~ liability, the Owner incurs an accumulation of excess costs over 1.95% of the actual project construction cost established at the time of award of construction contract, the Architect shall bear the burden of such accumulation of excess over said amount (1.95%); provided, however, said accumulation of excess costs shall not include any improvement costs or betterment costs and shall not exceed the difference between: (1) the actual construction costs resulting from such errors, omissions, and negligent acts of the Architect; and, (2) an estimate of what such costs would have been at the time of the signing of the construction contract. It being understood, therefore, that the Architect shall have no liability for any such accumulated excess costs, which are less than the above stipulated amount (1.95%) of the actual project construction cost. The purpose of this clause is to establish in advance of actual claims what the "standard of care" is for the Architect relating to change orders that generate excess costs due to acts for which the Architect has responsibility and/or legal liability. (Reference: Paragraph 1.2.3.2)

§ 1.4.2.3 NOT USED

§ 1.4.2.4 All plans, drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services ("Documents") shall become the property of the Owner at the conclusion of the project, or termination of the services of the Architect, whichever is earlier, and upon proper payment of any sums due by Owner, and therefore the originals of such documents or clear, readable, legible, and reproducible copies thereof (if the originals must be retained by the Architect, shall be delivered to the Owner clearly marked and identified in good order. The Owner may use the Documents as it determines, but the Architect and the Architect's consultants shall incur no liability for the Owner's use of the Documents other than in connection with the Project. (Replaces subparagraphs 1.3.2.1, 1.3.2.2 and 1.3.2.3)

§ 1.4.2.5 Architect shall furnish to the Owner as part of Architect's Basic Services a complete reproducible mylar-type set of drawings, and electronic files in AUTOCADD 14 or later version, prepared by the Architect, showing significant changes in the Project resulting from addenda, accepted or deleted alternates, field orders, construction change directives, bulletins, and/or from marked-up prints, drawings and/or other data generated by the Contractor during the course of construction of the Project. These drawings need not include minor changes in the routing of conduit runs and plumbing lines, the exact order of wiring, receptacles or lighting fixtures. (Reference: Paragraph 1.3.2.4)

§ 1.4.2.6 Owner and Architect agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Agreement or the breach thereof ("disputes"), to resolution by the Senior Officers of the Owner and Architect prior to either of them initiating against the other legal proceedings as mutually agreed to by Owner and Architect, unless delay in initiating legal proceedings would irrevocably prejudice one of the parties. (The term "Senior Officer" shall mean with respect to the Owner and Architect, the respective party's mayor, city manager, board president, chief executive officer, president, managing partner, partner, chief financial officer, or chief operating officer.) The requirement of Article 1.3.5 (if applicable) that demand for arbitration must be filed within a reasonable time shall be suspended with respect to a dispute submitted to resolution by Senior Officers within that same applicable time limit and shall remain suspended until ten (10) days after the termination of Senior Officer dispute resolution. If the Senior Officer fails to resolve the Disputes, the Architect and Owner may resort to any and all legal and/or equitable remedies for any claim or dispute arising out of this Agreement. (Reference Section 1.3.4, Mediation)

§ 1.4.2.7 NOT USED

§ 1.4.2.8 NOT USED

§ 1.4.2.9 The Architect shall not ~~knowingly~~ specify in the project Construction Documents or approve the use of any asbestos containing building material (ACBM) to be used in the construction of the Project. Upon the issuance of the Final Certificate for Payment, Architect shall require each contractor to certify to the Owner and the Architect that no ACBM was used in the construction of the Project. (Reference: Paragraph 1.3.7.6)

§ 1.4.2.10 ~~For the purpose of further defining Reimbursable Expenses, travel to and from Owner's Project site(s), printing (reproduction) for Architect's internal use, owner reviews, agency approvals, approvals, and public utility companies use and permitting, and long distance communications in performing Basic Services during the Schematic Design through Construction Administration, including project punchlist and closeout phases of the project is/are not a reimbursable expenses.~~ (Reference: Paragraphs 1.3.9.2.1 and 1.3.9.2.3)

§ 1.4.2.11 The Architect shall maintain in force for this Project professional liability insurance providing ~~four~~two million dollars (\$~~4~~2,000,000) of coverage for liability arising out of any negligent act, error, mistake, or omission in the Architect's rendering of or failure to render professional services under this Agreement, including without limitation design services, inspections, supervision, and contract interpretation. Insurance amount must be maintained in force during the life of the project and for a period of no less than the ~~statute of repose (statute of applicable~~ statutory limitation of actions period for professional services in Michigan. The Architect shall notify the Owner if this insurance becomes not available or the coverage amount is substantially changed from the current coverage carried by the Architect. The Architect shall deliver to Owner (and each additional normal insured) Certificate of Insurance (and other evidence of insurance requested by Owner), which Architect is required to purchase and maintain. (Reference: Paragraph 1.3.9.2.6)

§ 1.4.2.12 Owner ~~has~~ may engaged ~~Plante & Moran CRESA~~ as an independent Owner Representative Consultant and Advisor on the Project. Architect shall keep the Owner and ~~Plante & Moran~~ Owner Representative and Advisor informed in matters regarding the Project. Unless otherwise provided in this Agreement, Contract Document or specifically authorized by the Owner, the Owner Representative and Advisor is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project. (Reference: Paragraph 1.2.2.3)

§ 1.4.2.13 If Owner decides to engage the services of ~~a of a Construction Manager Construction Manager rather than proceed with a General Contractor as set forth in paragraph 1.1.2.7. before January 31, 2008~~ for this Project, the terms of this Agreement shall be incorporated into the terms provided in ~~AIA-B141/CM appropriate~~ standard form Agreement, modified as appropriate for the Project, without additional compensation to the Architect so long as a single bid packet is issued to the Construction Manager. If after that date the City decides to engage such services, the Architect may receive, as reimbursable expenses, the cost of providing additional services.

§ 1.4.2.14 The Architect shall provide and maintain in force property and general liability insurance required in Exhibit A. Such insurance to comply with the requirements set forth in the Request for Proposal. The Architect agrees that insurance carriers providing the required insurance must have an A.M. Best's Rating of "A" or better. Such policy shall provide for 30 days notice before cancellation. The Architect shall deliver to Owner (and each additional normal insured) Certificate of Insurance (and other evidence of insurance requested by Owner), which Architect is required to purchase and maintain.

§ 1.4.2.15 Architect agrees to assign the proposed project team members, as listed in Paragraph 1.1.3.4 to the Project. Architect shall promptly notify the Owner if services of any one of the listed team members, including Consultants retained by the Architect, become unavailable due to circumstances beyond the Architect's control - e.g., extended illness or disability, death, or termination of employment, etc. Owner

shall have the right to interview and select alternate team member(s) employed by the Architect to replace the unavailable team member. Architect shall agree to provide the services of the alternate team member(s) selected by Owner. Architect is not entitled to additional compensation for any such substitution(s) of the project team members.

§ 1.4.2.16 Architect agrees to render professional services in accordance with the required project schedule established between the Owner and Contractor and agreed by the Architect. Architect agrees to compensate Owner for the actual costs and/or losses incurred resulting from Architect's failure to timely and/or properly perform such professional services contained in this agreement - e.g., delays resulting from Architect's failure to comply with agreed upon planning and design schedules, and incomplete plans and specifications, etc. Compensation shall include Owner's cost of premium-time work required [in order to meet established project completion date(s)], and additional General Conditions costs, including personnel expenses, due to delay, and additional fees paid to the Contractor. Such compensation does not include consequential damages.

§ 1.4.2.17 Architect will not rely on any drawings or designs for the Project that are the subject of any copyright or patent held by any person other than the Architect without written notice to Owner and express written approval of the copyright or patent holder.

§ 1.4.2.18 The Owner, being a public body, shall render decisions within a reasonable time upon matters submitted to it. (Reference subparagraph 1.2.2.3).

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

§ 1.5.1.1 FOR BASIC SERVICES, as described in Part 2 of this Agreement, and any other services included in Section 1.4.2 and Article 2.9 as part of Basic Services, including the services of all Consultants retained at the Architect's expense, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

A lump sum fee not to exceed Eight Hundred Thirty Five Thousand dollars (~~\$\$\$835,000.00~~), allocated according to the percentages described in Paragraph 1.5.1.2., and not including the \$35,000 that the City of Novi Library has previously paid, or agreed to pay, Architect toward the cost of programming.

~~FOR~~

~~_____ percent (____) of the Cost of the Work, which shall be subject to increase or decrease for changes in the Work~~

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

(Insert additional phases as appropriate.)

<u>Project Requirements Programming:</u>	<u>One percent (1%)</u>
<u>Site Planning/Civil Engineering:</u>	<u>Six percent (6%)</u>
Schematic Design Phase:	Fifteen Fifteen percent (15%)
Design Development Phase:	Twenty percent (Fifteen (15%)20%)
Construction Documents Phase:	Forty percentForty percent (40%) (
40%)	
Bidding or Negotiation Phase:	Two and one-half One percent (2.5%)
Construction Phase:	Twenty Twenty percent (20 20%)
Project Punchlist and Closeout:	Two and one-half percent (2.5)
Total Basic Compensation:	one hundred percent (100%)

Architect shall submit detailed monthly invoices based on the progress of the Project for approval and payment by the Owner. Owner's payments to the Architect shall not

exceed the percentages of the total Basic Compensation for each phase of the Project as set forth in this Paragraph.

§ 1.5.2 If the services of the Architect are changed as described in Section 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 Section 1.5.2, will be renegotiated. ~~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, as required. Identify specific services to which particular methods of compensation apply.)~~

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

No additional consultant service is identified at this time. Architect shall not incur cost for Additional Services of Consultants unless Owner has provided specific written authorization to Architect regarding such services of consultants and unless Owner and Architect agree as to the compensation for such services, if any.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one (1.0) 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:
NOT USED

§ 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 forty-five (45) 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 Owner.

~~(Insert rate of interest agreed upon.)~~

~~(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 forty-eight (48) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be ~~renegotiated,~~ compensated as provided in Section 1.5.2.

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document B141™ - 1997 Part 2

Standard Form of Agreement Between Owner and Architect With Standard Form of Architect's Services

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
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**DRAFT-November 28, 2007
For Review and Comment
Only NOT FOR
PUBLICATION**

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

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, subject to approval by the Owner, 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, public utilities application and installation schedules, governmental agency review and permitting schedules, 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 within the time established for completion of the design process. 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. The Architect shall also assist the Owner in connection with any other services as requested by Owner and/or reasonably required for 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 maximum Cost of the Work. This estimate shall 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, as determined by the Owner.

§ 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, as determined by the Owner.

§ 2.1.7.5 If the budget for the Cost of the Work, as defined by 1.1.2.5 (2), 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 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 Section 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 Section 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. *(Reference Paragraph 1.1.2.5.3)*

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors upon request by the Architect.

§ 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. *(See Paragraph 2.9.1.1 with regard to Architect coordination)*

§ 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. *(See Paragraph 2.9.1.1)*

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 *(See Exhibit B for minimum required deliverables for Schematic Design Documents, Design Development Documents, and Construction Documents, also see the Architect's proposal, which is incorporated into this Agreement by Section 1.4.1)*

§ 2.4.1 The Architect's design services shall include normal civil, ~~geotechnical~~, structural, mechanical, and electrical engineering, site landscaping design and interior design services to properly complete the Project. Mechanical engineering shall include, but not limited to, plumbing, heating, ventilating, air-condition (cooling) and fire-protection system design and coordination. Electrical engineering shall also include coordination of information technology and low voltage building system design and coordination. *(Also see Paragraph 2.9.1.8. Services shall be in accordance with the August 23, 2007 RFP response.)*

§ 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 Owner 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. At the conclusion of the Design Development Documents, the Architect shall prepare and submit to the Owner a detailed cost estimate.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the Owner 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. Architect shall not distribute any bidding or procurement information to any third party without the Owner's written approval.

§ 2.4.4.3 The Construction and Contract Documents the Architect is to prepare or assist in preparing under Section 2.4.4.2, including bidding information, forms and notices (Bid Documents) shall require a Performance Bond for the protection of Owner and a Payment Bond for the protection of claimants as provided by and subject to the provisions of Public Act No. 213 of 1963, as amended. The amount and form of the bonds will be fixed by Owner prior to the Bidding or negotiation Phase. The Bid Documents shall require the submission with a bid, and upon the written request of Owner during construction, of written proof satisfactory to Owner of the validity of the bonds.

§ 2.4.4.4 The Construction Contracts and Bid Documents the Architect is to prepare or assist in preparing under Section 2.4.4.2 shall disclose and require an acknowledgement by bidders and potential contractors that any contract awarded will be subject to Public Act No. 524 of 1980, as amended, which requires provisions for progress payments, retainage and dispute resolution, and that Architect may be designated as the Agent to decide disputes.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES *(Also See Paragraph 2.9.1.3)*

§ 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. *(See Paragraph 2.9.1.2)*

§ 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 contractors.

§ 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 Section 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 affordable within the Construction Cost and consistent with the intent expressed in the Contract Documents. ~~Notwithstanding the language of this section, the Architect's role is limited to interpretation of matters concerning contractor's performance, and decision shall mean the Architect's interpretation.~~

§ 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. (Replaced by Paragraph 2.9.1.4)~~

§ 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 reasonable 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: (1) based on the Architect's inspection and evaluation of the Work as provided in Section 2.6.2 and in Section 2.9.1.4 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; (2) the Architect has confirmed receipt of required waivers and releases by the Contractor against the previous Applications' Sworn Statements. 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, (1) 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) (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The final project Certificate for Payment shall not be issued without the Owner's prior review and approval.~~

§ 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 intent of the Contract Documents and applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review and approval. Review and approval of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review and approval shall

not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of 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 Section 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 Section 1.3.3:

- .1 ~~up to three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.~~
- .2 ~~up to () visits to the site by the Architect over the duration of the Project during construction. (See Paragraph 2.9.1.4)~~
- .3 up to three (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 up to three (3) 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 Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 ~~providing extensive~~ responses to the Contractor's requests for information where such information is clearly and without ambiguity provided in 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 ~~extensive~~ 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 when ~~such claims are not the fault of or caused by the Architect;~~
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom when ~~such proposed substitutions are not the fault of or caused by the Architect;~~
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 90 ~~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 (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Architect	Validate & Confirm
.2 Land Survey Services	Owner	
.3 Geotechnical Services	Architect Owner	
.4 Space Schematics/Flow Diagrams	Architect	
.5 Existing Facilities Survey	Not Applicable	
.6 Economic Feasibility Studies	Owner	
.7 Site Analysis and Selection	Owner	
.8 Environmental Studies and Reports	Owner	
.9 Owner-Supplied Data Coordination	Architect	
.10 Schedule Development and Monitoring	Architect	
.11 Civil Engineering	Architect	
.12 Landscape Design	Architect	
.13 Interior Design	Architect	
.14 Special Bidding or Negotiation of FFE	Architect Owner	
.15 Value Analysis	Architect	
.16 Detailed Cost Estimate	Owner Architect	
.17 On-Site Project Representation	Not Applicable	
.18 Construction Management	Not Applicable	
.19 Start-up Assistance	Architect	
.20 Record Drawings	Architect	
.21 Post-Contract Evaluation <u>In accordance with Phase 8 Requirements identified in Architectural RFP (Exhibit C)</u>	Architect Architect/Owner	
.22 Tenant-Related Services	Not Applicable	
.23 Structural Engineering	Architect	
.24 Mechanical Engineering	Architect	
.25 Electrical Engineering	Architect	
.26 Low Voltage System Engineering	Architect	
.27		
.28		
.29		

Description of Services.

(Insert descriptions of the services designated.)

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:

§ 2.9.1.1 The Architect will assist the Owner in obtaining the information and services described in Paragraphs 2.2.1.2, and 2.2.1.3, as part of Basic Services providing that the Architect will not be required to act as coordinator of such services. If coordination or services beyond coordination is required of the Architect, the Architect shall be entitled to a Change in Services.

§ 2.9.1.2 The Architect shall cooperate with and provide the Owner the necessary bidding information, bidding forms, conditions of the contract, and the form of agreement between the Owner and the Contractor. The referenced documents shall consist of the unabridged AIA contract forms, modified as necessary, as determined and approved by the Owner. (Reference: Paragraph 2.5.1)

§ 2.9.1.3 If the Owner engages the services of a Construction Manager and the Construction Manager's services include the primary responsibility for services described in Article 2.5, the Architect shall assist the Owner and Construction Manager in carrying out such responsibilities.

§ 2.9.1.4 The Architect shall make visits to the site at intervals appropriate to the various states of construction as Architect deems necessary in order to inspect as an experienced and qualified design professional the progress and quality of Contractor's work. The Owner and Architect acknowledges that the Architect shall provide under the Basic Services fee an average of visiting the site one day per week. If otherwise agreed by the Owner in writing, and if more frequent site visits are deemed necessary by the Owner, Architect shall provide as an additional service the services of a Resident Project Representative at the site to assist Architect and to provide more extensive or continuous observations of such work. Such visits and observations by Architect and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to Architect in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Architect's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, Architect shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, to guard the Owner against defects and deficiencies in the work, and Architect shall keep Owner informed of the progress of the work. The responsibilities of Architect contained in this paragraph are expressly subject to the limitations set forth in general limitations in this Agreement. 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. (Replaces paragraph 2.6.2.1)

§ 2.9.1.5 The Architect's Basic Services shall not include such services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor provided that such defects or deficiencies are not caused in whole or in part by any act or omission of the Architect, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 2.9.1.6 The Architect's Basic Services includes providing service to investigate existing conditions in facilities and if necessary to make measured drawings thereof with respect to demolition, facility renovation and addition.

§ 2.9.1.7 The Architect's Basic Services include design and layout of fixed furniture, furnishing, equipment and apparatus within new construction and renovated areas.

§ 2.9.1.8 Architect may sub-contract or sub-consult for structural, civil, mechanical, electrical, landscape architecture, and/or interior design services, only after the

written approval by the Owner, including Owner's approval of the proposed contractor or consultant. Such Owner approval does not in any way release the Architect from responsibility for the acts and omissions of the Consultant; the Architect remains fully responsible to the Owner for the acts and omissions of any Consultant. The Architect must provide detailed information regarding the terms of any Consultant agreement when requested by the Owner. (Reference: Paragraph 2.4.1)

§ 2.9.1.9 The Architect and the Owner each hereby agree to defend, indemnify, and save harmless the other party, its officers, servants, and employees, from and against any and all liabilities, loss, damage, cost, and expense (including attorneys' fees and accounts' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The Architect and the Owner each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. The acceptance by the Owner or its representatives of any certification of insurance shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the Owner of any action, right, or remedy otherwise available to the Owner at common law.

§ 2.9.1.10 To the fullest extent possible, the provisions of this Agreement, including the General Conditions, Supplementary Conditions and all other documents constituting the Agreement shall be deemed to supplement and complement each other. In the event of any conflict between the provisions of the Contract Documents, which conflict relates to the scope of the Project hereunder, such conflict shall be resolved in the manner that defines the Project in the most comprehensive way. In the event of any other conflict between provisions of the Contract Documents, the conflict will be resolved by giving effect to the most stringent provision (i.e., the provision, which requires the highest standard of performance)

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 B 141-1997, that was entered into by the parties as of the date:

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

This is EXHIBIT A to AIA B141 – 1997 Edition, consisting of 2 pages, referred to in and part of the Agreement between Owner and Architect dated December 12, 2007.

Initials
Owner: _____
Architect: _____

Insurance

The limits of liability for the insurance required by Paragraph 1.4.2.14 of the Agreement are as follows and Architect shall deliver to Owner Certificates of Insurance (and such other evidence of insurance requested by Owner), which Architect is required to purchase and maintain:

A. By Architect:

1. Workers' Compensation:	Statutory
2. Employer's Liability – Each Accident:	<u>\$1,000,000</u>
Disease, Policy Limit:	<u>\$1,000,000</u>
Disease, Each Employee:	<u>\$1,000,000</u>
3. General Liability – General Aggregate:	<u>\$2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
4. Excess Umbrella Liability – Each Occurrence:	<u>\$5,000,000</u>
General Aggregate:	<u>\$5,000,000</u>
5. Automobile Liability – a. Bodily Injury:	
Each Person	<u>\$2,000,000</u>
Each Accident	<u>\$2,000,000</u>
Property Damage	
Each Accident	<u>\$2,000,000</u>
or	
a. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	<u>\$2,000,000</u>
6. Professional Liability Insurance	<u>\$42,000,000</u>
7. Other (specify):	<u>\$ -0-</u>

None

8. Additional Insureds. The following individuals or entities are to be listed on Owner's policies of insurance as additional insureds (with the exception of Professional Liability and Workers' Compensation):

The City of Novi and its Council Members, employees, officers, agents and consultants.

Plante & Moran CRESA

—The City of Novi Library and its employees, officers, agents and consultants.

Such coverage should be considered primary and non-contributory.

B. By Owner:

- | | |
|---|---|
| 1. General Liability: | <u>\$2,000,000</u> |
| 2. Property Damage Liability Insurance: | <u>\$2,000,000</u> |
| 3. Property Insurance: | <u>\$2,000,000</u> |
| 4. Other (specify): | Builder's Risk at Replacement Cost Values |

EXHIBIT B, Design Phase Deliverables Documentation Requirements, to AIA B141 – 1997 Edition, consisting of eight pages, referred to in and part of the Agreement between Owner and Architect dated November 19, 2007.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	<ol style="list-style-type: none"> 1. Scope of work narrative 2. Comparison of capacities (see "Building Interior" for area comparison) to program 3. List of applicable building codes on drawing title sheet 4. List of anticipated building code variance requests 	<ol style="list-style-type: none"> 1. Description of construction phasing 2. Description of any proposed occupancy within construction area 3. Building code review (describe means of compliance for major code issues and building systems) 4. Description of water & vapor characteristics of roof & exterior walls 5. Design intent document (rough draft) 	<ol style="list-style-type: none"> 1. Documentation on drawings as required by building codes 2. If multiple bid packages, clear indication of scope of each release 3. Identification of construction phasing, including temporary requirements during each phase 4. Design intent document (completed design)
SPECIFICATION	<ol style="list-style-type: none"> 1. System & material narrative description 	<ol style="list-style-type: none"> 1. Outline specification w/same section numbering as final 	<ol style="list-style-type: none"> 1. Complete specification including draft front end documents 2. List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products 3. For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items 4. For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>SITE</i>	<ol style="list-style-type: none"> 1. Site plan(s), to include the following: 2. Existing conditions 3. Demolition 4. Building outline(s) 5. Future expansion 6. Site entrance 7. Roads & driveways 8. Parking locations 9. Bus stop/shelter (if required) 10. Loading dock location 11. Waste/recycling collection locations 12. Walkway locations 13. Stairway locations 14. Emergency telephones 15. Utility requirements 16. Site utilities 17. Preliminary grading plan 18. Soil retention work, if needed 19. Storm water management plan 20. Preliminary site lighting layout 	<ol style="list-style-type: none"> 1. General dimensions & elevations 2. Permanent exterior signage 3. Parking/roadway plans & elevations 4. Vehicle & pedestrian traffic controls 5. Grading plan 6. Lighting plan 7. Concept details of site fixtures & equipment 8. Utility plans, elevations & details 9. Sanitary sewer flow calculations 10. Plan to address existing hazardous/contaminated materials, if applicable 11. Soil erosion and sedimentation control plan (for both construction and occupancy) 12. Calculation of site and disturbed areas 13. Dewatering plan 	<ol style="list-style-type: none"> 1. Extent of construction area 2. Area traffic plan, if existing roads/walks are impacted 3. Site development phasing 4. Construction site access 5. Staging area 6. Construction signage 7. Site details, including landscape 8. Pipe sizes 9. Connection details 10. Copy of local government review comments on utilities and modifications in right(s)-of-way 11. Photometrics of proposed site lighting 12. Protection requirements for construction, plantings that remain
<i>LANDSCAPING</i>	<ol style="list-style-type: none"> 1. Existing conditions 2. Landscaping concept 3. Existing irrigation 	<ol style="list-style-type: none"> 1. Planting plan 2. Irrigation plan 	<ol style="list-style-type: none"> 1. Existing tree protection 2. Soil preparation & planting specifications 3. Guying diagrams 4. Piping diagrams 5. Pipe sizes 6. Landscape and irrigation details and legends
<i>STRUCTURAL</i>	<ol style="list-style-type: none"> 1. Structural scheme 2. Written description 	<ol style="list-style-type: none"> 1. Foundation plan 2. Typical floor framing plan 3. Framing plan(s) at unique features 4. Main member sizing 5. Structural sections 	<ol style="list-style-type: none"> 1. Definition of control joints 2. Beam, column & slab schedules 3. Mechanical and electrical concrete house keeping pads 4. Foundation details 5. Structural details 6. Structural notes 7. Calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>BUILDING EXTERIOR ENVELOPE</i>	<ol style="list-style-type: none"> 1. Typical elevations 2. Fenestration layout 3. Material designations 4. Overall building cross-sections 5. Roof layout 6. Energy code requirements 	<ol style="list-style-type: none"> 1. All building elevations w/dimensional heights 2. Typical wall sections 3. Parapet & coping details 4. Roof & drainage plan 5. Exterior door details 6. Typical window details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections 	<ol style="list-style-type: none"> 1. Roof-mounted equipment 2. Roof details 3. Exterior details 4. Flashing details 5. Control joint definition & details
<i>BUILDING INTERIOR</i>	<ol style="list-style-type: none"> 1. Typical floor plans (min 1/16" scale) w/ legends 2. Demolition 3. All room numbers 4. Area use identification & area in square ft. 5. Mechanical, electrical & other service closets & rooms 6. Circulation paths 7. Area tabulations compared to program requirements 8. Show flexibility for expansion & alterations 9. Preliminary layout of major spaces w/ fixed equipment 	<ol style="list-style-type: none"> 1. All floor plans (min 1/16" scale) 2. Enlarged plans at elevation changes (such as stairs) 3. Enlarged plans at toilet rooms 4. Reflected ceiling plans 5. Wall types, fire ratings, smoke control zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed seating 8. Defined seating, serving, & kitchen facilities 9. Equipment & furniture layouts 10. Important interior elevations 11. Details of unique features 12. Details of fixed equipment 13. Preliminary finish schedule 14. Preliminary door schedule 15. Informational signage 	<ol style="list-style-type: none"> 1. Dimensioned floor plans 2. Enlarged plans 3. Partition details 4. Interior details 5. Interior elevations 6. Finish schedules 7. Door & hardware schedules 8. Room signage 9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference) 10. Schedule of lab fixtures (turrets, etc.), if
<i>ELEVATORS</i>	<ol style="list-style-type: none"> 1. Elevator location(s) 2. Equipment room location(s) 	<ol style="list-style-type: none"> 1. Elevator shaft section 2. Equipment description 	<ol style="list-style-type: none"> 1. Dimensioned plans 2. Sections & details of hydraulic cylinder, if applicable 3. Description of shaft sump pit(s) 4. Elevator car & equipment support details 5. Description of controls & fixtures 6. Door & frame details 7. Interior details including lighting

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC	<ol style="list-style-type: none"> 1. Identify all systems 2. One-line flow diagrams 3. Exterior equipment locations 4. Air intake & discharge locations 5. Mechanical legend 6. Special occupancy zones 7. Energy code requirements 	<ol style="list-style-type: none"> 1. Updated design criteria for each mechanical system (including room T&H specs, NC levels, etc) 2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems 3. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" 4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains 5. Plans indicating shaft, chase, recess requirements 6. Duct layout for typical spaces 7. Equipment schedules (major equipment) 8. Equipment locations (with enlarged mechanical plan(s)) 9. Control diagrams (concept form) for all mechanical and plumbing systems 10. Description of major sequences of operation 11. Central automation operation 12. M/E smoke control scheme 13. Preliminary calculations 	<ol style="list-style-type: none"> 1. One line flow diagrams for all mechanical systems: chilled water, etc. 2. Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels. 3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #). 4. Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale 5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas. 6. In common mechanical space, indication of space zoning by system 7. Connection to fire alarm & campus control systems 8. Equipment details, including structural support requirements 9. Penetration details 10. Installation details 11. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC <i>(continue)</i>			12. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring 13. Detailed sequences of operation 14. Design calculations
PLUMBING & PIPING	1. Main water supply 2. Restroom location(s) 3. Plumbing legend	1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.) 2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water header diagram 5. Central cooling water header diagram 6. Steam header diagram 7. Steam metering concept	1. Water riser diagram, including assumed fixture counts per floor connection 2. Waste and vent riser diagrams including assumed fixture counts per floor connection 3. Radiation riser diagram 4. Central cooling water riser diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Convector piping detail 13. Penetration details 14. Design calculations
FIRE PROTECTION <i>(MECHANICAL)</i>	1. Report documenting adequacy of utility 2. Connection to utility 3. Location of sprinkler valve 4. Sprinkler legend 5. Optional Fire Protection systems	1. Riser diagram 2. One-line layout 3. Fire pump sizing calculations	1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas 3. Pipe sizes 4. Typical sprinkler installation details, including structural support requirements 5. Penetration details 6. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>LIGHTING</i>		<ol style="list-style-type: none"> 1. Typical lighting plans 2. Fixture/switching layout 3. Fixture types & schedule 4. General light fixture descriptions 5. Light level calculations 6. Energy code requirements 	<ol style="list-style-type: none"> 1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams 3. Installation details, including structural support requirements 4. Design calculations 5. General notes on conduit and wire sizes for all lighting branch circuits.
<i>ELECTRIC POWER DISTRIBUTION</i>	<ol style="list-style-type: none"> 1. One-line diagrams 2. Electric vault locations 3. Exterior equipment locations 4. Electric closet(s) location(s) 5. Electric legend 	<ol style="list-style-type: none"> 1. Normal power riser diagram with circuit breaker & fuse sizes 2. Emergency power riser diagram with circuit breaker & fuse sizes 3. Grounding riser diagrams 4. List of equipment on emergency power 5. Emergency generator layout 6. Equipment layout/sizes, w/receptacles 7. Panel locations/ schedules 8. Load estimates 9. Plan for temporary power during construction 	<ol style="list-style-type: none"> 1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting. 5. Plans and details of emergency power generation system and controls 6. Connections to other building systems, including fire alarm & HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Grounding details 11. MCC details 12. Penetration details 13. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>FIRE ALARM</i>	<ol style="list-style-type: none"> 1. Connection to Dept of Public Safety 2. Panel locations 	<ol style="list-style-type: none"> 1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations 	<ol style="list-style-type: none"> 1. Indication of connection to fire alarm, HVAC & central campus monitoring systems 2. Connection details
<i>COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO & A/V SYSTEMS)</i>	<ol style="list-style-type: none"> 1. Building & local distribution 2. Frame closet locations & size 3. Cable tray locations 	<ol style="list-style-type: none"> 1. Riser diagrams 2. Voice/data utility outlet locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (indicate hangers, cabinets & connection boxes) 7. IT and low voltage system descriptions, apparatus and equipment locations, and specifications. 	<ol style="list-style-type: none"> 1. Communications plans that indicate the location of all voice, data & video outlets 2. Details of telecommunications service to building 3. Backboard layout & connection diagrams 4. Cable schedule 5. Connection details 6. Structural support requirements 7. Audio/visual equipment list 8. Audio/visual system riser diagram(s) 9. IT system plans, network and cabling plans, network electronics, voice-video-data drops, etc.
<i>SECURITY SYSTEMS</i>		<ol style="list-style-type: none"> 1. General security / CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout & elevations 	<ol style="list-style-type: none"> 1. Riser diagrams 2. Equipment closet layout & elevations 3. Concealed and exposed raceways 4. Installation details
<i>OTHER GRAPHICS</i>	<ol style="list-style-type: none"> 1. Rendering(s), models, or other graphics as necessary to clearly present concept 		

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
COST	1. Preliminary cost estimate (system-by-system acceptable – <i>Collaborate with Construction Manager</i>)	1. Updated cost estimate by materials (<i>collaborate with Construction Manager</i>)	1. Updated cost estimate (<i>Collaborate with Construction Manager</i>)
NOTES	<p>1. All movable furnishings & artwork are considered to be independent of the Architectural design project</p> <p>2. Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work.</p> <p>3. No individual volume of drawings is to exceed 25 lbs in weight. No individual specification book volume is to exceed three</p>		

* THE FOLLOWING ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE.)

PHASE 8 – POST-CONSTRUCTION SERVICES

In the Post-construction Phase, the Design Professional shall provide those services necessary to assist the Owner in the use and occupancy of the facility. The following descriptions shall apply to those services.

- 8.1 Maintenance and Operational Programming services consisting of:
 - (a) Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment
 - (b) Arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturers' representatives
 - (c) Assistance in the preparation of operations and maintenance manual(s) for the Owner's use

- 8.2 Start-up Assistance services consisting of:
 - (a) On-site observation, troubleshooting and assistance in the operation of building systems during initial occupancy
 - (b) Assistance in the training of the Owner's operation and maintenance personnel in proper operations, schedules and procedures
 - (c) Administration and coordination of remedial work by the Contractor(s) after final completion

- 8.3 Record Drawings services consisting of:
 - (a) Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction
 - (b) Review of general accuracy of information submitted and certified to by the Contractor(s)
 - (c) Preparation of record drawings, based on information furnished by the Contractor(s), including significant changes in the Work made during construction
 - (d) Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed

- 8.4 Warranty Review services consisting of:
 - (a) Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty
 - (b) Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
 - (c) Documenting defects or deficiencies and assisting the Owner in preparing instruction to the Contractor(s) for correction of noted defects

- 8.5 Post-construction Evaluation services consisting of a Project inspection one year after completion of construction review with appropriate supervisory, operating and maintenance personnel; and analysis of operating costs and related data for evaluation of:
 - (a) The initial Project programming versus actual facility use
 - (b) The functional effectiveness of planned spaces and relationships
 - (c) The operational effectiveness of systems and materials installed
 - (d) Efficiency of the design and construction delivery processes used