



AIA[®] Document B103[™] – 2017

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

AGREEMENT made as of the day of in the year date signed by Owner at the end of this Agreement
(In words, indicate day, month and year.)

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

Big Walnut Local School District Board of Education
110 Tippet Court; Sunbury, OH 43074

During construction, Douglas E. Swartz, Director of Facilities, will be the primary contact.

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

VSWC Architects, Inc.
414 Reading Road; Mason, OH 45040

The Architect was selected by the Owner following the qualifications-based selection process required by Ohio Revised Code (ORC) Sections 153.65, et seq., for public owners to provide professional design services to the Owner for the Project. The Owner is not participating in an Ohio School Facilities Commission building program.

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

New High School with Athletic Improvements and New Elementary School
to be located on one contiguous site to be determined

Funds for construction of the Project will be provided from the sale of bonds approved by the electorate during the November 2017 election.

The Owner and Architect agree as follows.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

New 500 student capacity elementary school and new 1851 student capacity high school (approximately 295,000 SF), plus 8500 SF auditorium space and athletic improvements on a single contiguous site.

Athletic improvements are anticipated to include an athletic building, turf field, track, bleachers, tennis courts, and baseball and softball fields. Facilities are to be comparable to those in the Ohio Capital Conference, the 32-school athletic conference in which Big Walnut Schools competes. All facilities must be OHSAA compliant.

Refer to the high school budget (Exhibit B) for more information.

§ 1.1.2 The Project's physical characteristics:

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

Site to be selected and procured by Owner, with input and analysis provided by Architect (as a Basic Service)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

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User Notes:

(1865953101)

See Exhibit A (High School Budget) and Exhibit B (Elementary School Budget). Each budget includes an Owner Contingency.

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

.1 Design phase milestone dates, if any:

To be determined by the parties.

.2 Construction commencement date:

To be determined by the parties.

.3 Substantial Completion date or dates:

To be determined by the parties.

.4 Other milestone dates:

To be determined by the parties.

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

Construction Manager at Risk (CMR), with one CMR for both new buildings and any related work included in the Project. The Owner is in the process of selecting the CMR firm for the Project. References to "Contractor" in this Agreement and in the Contract Documents mean the CMR or another Contractor selected by Owner for specific improvements if the CMR is not responsible for the Work. Owner reserves the right to change the construction delivery method for any improvement included in the Project if it determines a different approach is in its best interest.

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

To be determined by Owner and Architect, in consultation with the CMR, if any fast-tracking of the Work is used.

At this time it is anticipated that there will be three (3) GMP packages, one for each new building and one for the athletic improvements. The parties may agree to a GMP for an early site package, which will be an optional Supplemental Service.

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

None identified at the time the Agreement is signed. Owner expects Architect to undertake the planning and design of facilities that meet and/or exceed local, state, and Federal energy efficiency standards and requirements. This task will be undertaken in alignment with industry best practices and optimized Life Cycle Costing models(s), which will be considered but not be the primary basis for any decision on systems selected, so as to maximum use of available capital dollars and limit long-term operating costs, with input from Owner. Architect will pursue life cycle cost analysis in a format acceptable to Owner. Architect will lead the effort, with its consultants, to provide an integrated design that will result in buildings that operate efficiently from the perspectives of maintenance, long-term use, and energy consumption.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner

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and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

Jeremy Buskirk, Treasurer
Big Walnut Schools
110 Tippet Court
Sunbury, OH 43074
Telephone: 740.965.3010; Email: jeremybuskirk@bwls.net

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

Angie Pollock, Superintendent
Big Walnut Schools
Email: angiepollock@bwls.net

Mark Cooper, Assistant Superintendent
Big Walnut Schools
Email: markcooper@bwls.net

Douglas E. Swartz, Director of Facilities
Big Walnut Local Schools
Email: dougswartz@bwls.net

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

.1 Cost Consultant:

Owner will provide cost estimating for the Project through the CMR.
The Architect will review and coordinate cost estimates prepared by the CMR. If a CMR is not used for an improvement, the Architect will prepare cost estimates for the specific improvement as a Basic Services, unless Owner requests detailed cost estimates to be prepared by Architect as a Supplemental Service.
There will not be an independent Cost Consultant.

.2 Scheduling Consultant:

The Architect is responsible for the design schedule. The CMR will provide a complete construction schedule, which the Architect will review and provide comments to Owner and CMR.
There will not be an independent Scheduling Consultant.

.3 Geotechnical Engineer:

To be determined with the assistance of the Architect, as needed for the Project, unless procured by the Architect as a Supplemental Service.

.4 Civil Engineer:

Included as a Basic Service provided by Architect.

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

CMR: TBD

Commissioning Agent: TBD, if Owner determines to contract directly with a Commissioning Agent

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

Christopher Dumford, Vice President
VSWC Architects
414 Reading Road
Mason, OH 45040
Telephone: 513.398.4931; Fax: 513.398.4210
Email: chris@vswc.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

SMBH, Inc.
1166 Dublin Rd., Suite 200
Columbus, OH 43215

- .2 Mechanical Engineer:

Dynamix Engineering, Ltd.
855 Grandview Ave.
Columbus, OH 43215

- .3 Electrical Engineer:

Dynamix Engineering, Ltd.
~~.3 Electrical Engineer:~~ 855 Grandview Ave.
Columbus, OH 43215

- .4 Civil Engineer:

The Kleingers Group
350 Worthington Road, Suite B
Westerville, Ohio 43082

- .5 Kitchen Design:

Joby Smith & Associates
8111 Lesourdsville Westchester
West Chester Township, OH 45069

- .6 Landscape Architect: TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

Storm Shelter Design is the only required Supplemental Service under the current Ohio Building Code; should the law be suspended, Owner reserves the right to remove this service from the Architect's compensation, paying only for services provided prior to a change in the law, if any. Other consultants are proposed for optional Supplemental Services, which Owner may choose to contract for directly or may request Architect to provide as a Supplemental Service.

1. Storm Shelter Design (required): SMBH, Inc.
2. Surveying (optional): The Kleingers Group
3. Phase 1 Environmental Site Analysis (optional): Lawhon & Associates
4. Geotechnical Consulting (optional): CTL Engineering, Inc.
5. Expanded HVAC Controls Services (optional): Dynamix Engineering, Ltd.
6. Commissioning Services (optional): TBD
7. Construction Testing/Special Inspections (optional): CTL Engineering, Inc.
8. Traffic Studies/Traffic Engineering (optional): The Kleingers Group
9. School Safety Plans (optional): TBD
10. Deep Foundation Design (optional): TBD

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

Proposal for Architectural Services Letter dated February 21, 2018, including assumptions, clarifications, and exclusions; Architect Fee Worksheet (Exhibit C)

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

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

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

§ 1.4 Terms used in this Agreement have the same meaning as defined herein or in the definitions section of the modified AIA Document A201-2017, General Conditions of the Contract for Construction of the Project.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect will provide professional services necessary for the programming, planning, design and documentation of the Project for the compensation stated in Section 1.1.1. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ -) for each occurrence and (\$ Two Million Dollars (\$ 2,000,000.00) for each occurrence, Two Million Dollars (\$2,000,000.00) products and completed operations aggregate, and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.~~

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Four Million Dollars (\$ 4,000,000.00) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Each certificate of insurance must name the Owner as the certificate holder.

§ 2.5.9 Architect's Duties in General. Architect acknowledges that Owner is entering into this Agreement in reliance on the Architect's abilities to perform the Basic Services and any Supplemental Services requested under this Agreement on a timely basis. To the extent that any service hereunder is performed by a consultant retained by Architect, the term "Architect" as used in this Agreement is deemed to include such consultant.

§ 2.6.1 Architect's duties and obligations, as set forth herein, and any liabilities arising hereunder will at no time be diminished or released by reason of any approval by Owner of the Drawings and Specifications or any other documents prepared by Architect.

§ 2.6.2 In providing services under this Agreement, Architect will exercise usual and customary reasonable professional care to comply with reasonably known applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract Documents to the governing building authority. Architect agrees that it will use reasonable care so that the Plans and Specifications and the improvements, if built in accordance with them, will conform to reasonably known currently applicable statutes, regulations, ordinances, and orders, except to the extent that Architect has advised Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by Architect or that a variance shall be necessary. Architect will not be responsible for compliance by any contractor with currently applicable statutes, regulations, ordinances, and orders. Architect acknowledges that Owner plans to use the CMR delivery method for the Project and agrees that it will cooperate with the firms selected as the CMRs during the design and construction of the improvements for which CMR is being used.

§ 2.6.3 Architect, consistent with its Standard of Care and professional skills, agrees, based upon the manufacturers' specifications or observations, that materials and equipment specified will, in its opinion, be adequate for the purposes for which they are specified.

§ 2.6.4 Architect's design for the Project will be consistent with its Standard of Care to comply with Owner's planned objectives and criteria, as communicated by Owner, for both functions to be accomplished by the construction and improvements and Owner's maximum budget (or Stated Cost Limitation as defined in this Agreement) for the Project. If Architect knows that its design is not consistent with Owner's planned objectives and criteria, Architect will notify Owner in writing of the differences between the design and Owner's planned objectives and criteria in sufficient time so that the differences can be resolved to Owner's satisfaction prior to beginning construction. The design of each part or phase of the Project and the Plans and Specifications for each part or phase of the Project must be approved by Owner.

§ 2.6.5 Architect will make reasonable efforts to respond to inquiries from Owner within 5 business days from the date of receipt of the inquiry or such other time as the parties agree. Each response must address the questions raised in the inquiry and, if requested, will be in writing; provided, however, that if 5 business days is not an adequate period of time under the circumstances to prepare the response, the period for the response will be extended to give Architect a reasonable amount of time to respond. If a decision or approval is required by Owner under this Agreement, Owner will have at least 5 business days written notice in advance that its decision or approval is required and will be furnished with sufficient information from which a decision or approval can be made, provided, however, that if the 5-day period is insufficient under the circumstances, the period for the response will be extended to give Owner a reasonable period of time to respond.

§ 2.6.6 Consistent with its Standard of Care, Architect will endeavor to anticipate problems related to zoning, building permits, availability of utilities, equipment and material shortages, and supplier delays and to keep Owner informed of issues that may affect the Project. In addition, Architect will include requirements for proper balancing of the heating, ventilating, and air conditioning systems in the Contract Documents, and the Commissioning Agent, if one is retained by Owner, will verify that the balancing by the Contractor or the CMR, through its mechanical subcontractor, is performed properly and that the report provided by the Contractor and/or CMR is complete. Architect and the Commissioning Agent, if any, are entitled to reasonably rely upon the balancing report prepared and provided by the Contractor or CMR, as applicable.

§ 2.6.7 Owner and Architect will agree upon the methods of reporting to Owner of problems and disputes on the Project that will assist Owner in addressing the problem or dispute. The information provided should include a description of any problem or dispute relating to the Project; the status of any identified problem or dispute; the date first noted; action taken; responsible persons in the opinion of Architect (if such persons have been identified); and recommended and final resolution. Upon Owner's request, Architect will provide Owner's legal counsel with a copy of such reports marked "confidential" so that Owner's counsel may provide legal advice to Owner concerning the problem or dispute.

§ 2.6.8 Architect will endeavor to maintain good working relations with the Owner, CMR, Contractors, and subcontractors and will further endeavor to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project and will promptly advise Owner of any action recommended with respect to the problems or disputes.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. ~~Services not set forth in this Article 3 are Supplemental or Additional civil, structural, mechanical, and electrical engineering and other engineering and consulting services.~~ Architect will provide professional services necessary for the design and construction of the Project as Basic Services for the Basic Fee stated in Section 11.1; other engineering and consulting services include but are not limited to interior design, furnishings, technology (except as otherwise agreed to by the parties), landscape, acoustics and lighting, theatre, building and site wayfinding (signage), CCTV/Access controls, kitchen (food service), playground design, and specific engineering and design services for the athletic facilities at the new high school. In addition, if Architect is requested to provide construction materials testing and special inspection, currently included as an optional Supplemental Service, a roofing consultant will be included with these services. Architect will develop and coordinate a Building Information Modeling (BIM) Protocol with major Consultants as part of Basic Services.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall ~~submit, for the Owner and the Scheduling Consultant's~~ submit to the Owner, for the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's ~~consultants,~~ consultants and CMR (if CMR is providing services for the improvement included in the schedule), and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the ~~Owner and Scheduling Consultant,~~ Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Once a CMR is selected, the design schedule will be provided to the CMR for further review and adjustment. The Architect will work with the CMR or Contractor to develop the construction schedule for specific improvements included in the Project; the CMR or Contractor is responsible for preparing the final construction schedule, subject to approval of the Owner and Architect.

.1 A preliminary project schedule for the Project must be included in the Contract Documents issued to bidders when the statutory competitive bidding process is required. Following award of the contracts for construction of any improvement included in the Project, Architect will promptly review with the Owner the construction schedule(s) prepared by the Contractor and any updates to those schedules. If at any time Architect believes the time for completion of the improvement(s) or any milestone will be exceeded, Architect will use reasonable care to notify promptly Owner in writing of the situation and work with Owner and to develop alternatives for maintaining the schedule for the improvement for which bids were solicited.

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

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

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 During each phase of design for each improvement included in the Project, Architect will work with Owner, through its designated representative, and with CMR (when a CMR is used) to develop the design, will present the completed design phase to Owner, and will obtain written approval from Owner, which may be given by the Owner's designated representative(s). The parties may agree to combine one or more design phases for each improvement. In preparing the design phase documents, Architect will use the Minimum Design Phase Submission Requirements, attached as Exhibit D, which are modelled on the Ohio Facilities Construction Commission's requirements, as a guide for elements to include in the documents for each design phase.

§ 3.2 Programming and Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Architect will prepare a Program and submit it to Owner for approval.

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner through its designated representative and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project, which may include but are not limited to, a discussion of ecologically appropriate design principles consistent with Owner's program, schedule, and Cost of the Work. Architect, to the extent it believes is appropriate during the Schematic Design Phase, will advise the Owner, through Owner's designated representative, of design alternatives, which could result in savings to Owner and the Owner's taxpayers, including savings in costs for construction and operations for the improvement when completed. Architect will reach an understanding with Owner regarding the requirements for the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. This information will be prepared for each improvement included in the Project.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for each improvement included in the Project for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect will include the preliminary design intent as part of the Schematic Design Documents for all MEP type systems in a written format, indicating design and operational intent, along with preliminary selections of all major building systems and construction materials. The design intent may be indicated on the drawings or in a separate writing included with the design stage submittal.

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

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

§ 3.2.6 ~~The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant for each improvement included in the Project to the Owner and the CMR.~~ The Architect shall meet with the Owner's designated representative and with the CMR (when applicable) to review the Schematic Design Documents. The Schematic Design Documents will be in alignment with Owner's expectations and available Project funds. Architect will work with the CMR and Owner's designated representative(s) to reconcile the CMR's estimate at the Schematic Design Phase and will modify the design to include alternates to move forward within the Project budget as agreed to by the parties.

§ 3.2.7 ~~Upon receipt of the Cost Consultant's estimate~~ CMR's estimate (when a CMR is used for an improvement included in the Project) at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. Architect will participate in the review and evaluation of the estimates of cost prepared by the CMR. In providing limited estimates of construction costs or reviewing and commenting on estimates provided by the CMR, Owner understands Architect has no control over the cost or availability of labor, equipment or materials or over market conditions or the method of pricing used by any Contractor, and that Architect's estimates and comments are made on the basis of Architect's professional judgment and experience. Architect makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from Architect's estimate or comments made on estimates prepared by others.

§ 3.2.8 During the Schematic Design Phase, Architect will meet with its Mechanical Engineer, the CMR (when applicable), and the Owner's designated representative regarding the HVAC system for the Project. The purposes of the meeting will be (a) to review Owner's expectations for the HVAC system and to help Owner define realistic expectations for the system, (b) to review with Owner the types of HVAC systems available to use for the building, (c) to explain to Owner the expected costs inherent in the operation and maintenance of the HVAC system selected, (d) if not already done, to explain to Owner what is a life cycle cost analysis and the estimated additional cost of preparing such an analysis; (e) to discuss with Owner the potential need and cost of a maintenance agreement for the HVAC system; (f) to discuss with Owner the commissioning process; and (g) to discuss with Owner how Architect and its Mechanical Engineer will endeavor to assist Owner in obtaining an HVAC system that meets Owner's expectations.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. Architect, to the extent it believes is appropriate during the Design Development phase will work with the Owner's designated representative(s) and the CMR (when applicable) and advise the Owner, through its designed representative(s), of design alternatives, which should result in savings to Owner and the Owner's taxpayers including savings in costs for construction and operations of the improvement when completed.

§ 3.3.2 ~~Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant through its designated representative and the CMR (when applicable).~~ The Architect shall meet with the ~~Cost Consultant~~ CMR and Owner's designated representative to review the Design Development Documents. As part of the Design Development Documents, Architect will provide a summary of key changes to the design documents based upon the design intent for use by Owner, CMR, and other Project team members. The deliverable will identify, at a minimum, the building system and/or material selections by type, quantity, and/or other substantive changes from the preceding approved design phase documents.

§ 3.3.3 Upon receipt of the ~~Cost Consultant's~~ CMR's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 HVAC System. During the Design Development Phase, Architect will meet with its Mechanical Engineer, the CMR (when applicable), and the Owner's designated representative regarding the HVAC system. The purposes of this meeting is to carry forward the results of prior meetings during the Schematic Design Phase regarding the HVAC system.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in customary detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Architect will deliver to the CMR (when applicable), with copies to the Owner's designated representative, the documents related to the completion of the design for the Construction Documents Phase for any improvement included in the Project.

§ 3.4.1.1 In addition to other items to be included in the Contract Documents on behalf of the Owner, Architect, working with the Commissioning Agent, if one is retained by the Owner, and the Owner's designated representative, will (a) include in the Contract Documents test requirements for the following building systems: air conditioning system (which will be conducted during the summer months), heating system (which shall be conducted during the winter months), electrical system, plumbing system, fire protection system, communications system, and other such systems as are reasonably requested by Owner; (b) provide that the respective contractors participate in such series of systems tests; and (c) provide that such tests will be conducted during the first 12 months following the date Owner receives the occupancy permit and Substantial Completion. It is intended that the testing will be a comprehensive series of operation tests designed to determine whether the systems, including hardware and software, are fully operational in accordance with the requirements of the Contract Documents. Unless included as a Supplemental Service as part of this Agreement, commissioning services are beyond the scope of the Architect's Services.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and CMR (when applicable) in developing criteria for prequalifying subcontractors for the work and in the development and preparation of (1) procurement information that describes the time, place and conditions of submitting cost proposals or bids for the specified Work to CMR from prequalified subcontractors; (2) the form of subcontract agreement between CMR and its subcontractors, which must include the requirement provisions from the State of Ohio Subcontract Form, which is available on the OFCC website; and (3) the process for review and evaluation of cost proposals or bids submitted to the CMR for the Work. Architect will also work with CMR to compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include Project requirements and sample forms.

For Work that is not performed using the CMR delivery method, during the development of the Construction Documents, Architect will assist Owner, through the Owner's designated representative, in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor, and Contractor, including the subcontract agreement between Contractor and its subcontractors, which must be the State subcontract form or include the required provisions from the State subcontract form; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements, other Project requirements, and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the ~~Cost Consultant~~ CMR (when applicable). The Architect shall meet with the ~~Cost Consultant~~ CMR (when applicable) to review the Construction Documents.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. ~~Following the Owner's approval of the Construction Documents, the Architect shall assist the contractors and subcontractors and criteria for measuring the responsibility for contractors and subcontractors to perform the Work. The Architect shall assist the Owner in obtaining Guaranteed Maximum Price (GMP) proposals from CMR. GMPs may be obtained at a point in time prior to the completion of the Construction Documents, as decided in consultation with Owner and CMR. For Work outside of the CMR's responsibility, Architect will assist Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 If required for the procurement of any Work outside the scope of the CMR's responsibility, when the CMR project delivery method is used, Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

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

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract ~~Documents~~ Documents prepared in consultation with the Owner's designated representative and Owner's legal counsel.

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section relieves the Architect of its duty to use reasonable care to protect the Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or approval of the GMP for a specific improvement included in the Project and terminates 18 months following Substantial Completion of the last improvement included in the Project to allow the Commissioning Agent, if any, time to verify correct operation of building systems.

§ 3.6.1.4 Communication with Contractors and Subcontractors. Architect agrees to act as the representative of Owner in connection with any communication by or with the Contractors and/or any subcontractors; in most situations, communications from the Contractors to Architect and from Architect to the Contractors will be issued through Architect. Notwithstanding anything to the contrary in this Agreement, Owner has not relinquished its right to communicate with the Contractors directly. Owner acknowledges, however, that all direction for the prosecution of the Work to the Contractors must be initiated by Architect and that any comments with respect to the Project from individual members of the Board of Education or its staff shall be directed to the Owner’s designated representative for communication to Architect. Architect will not be responsible for any acts or omissions of the Contractors resulting from such communications made directly by Owner. Unless and until Architect is notified that the Owner’s designated representative has changed, the Owner’s designated representative for purposes of this Agreement are the parties identified earlier in this Agreement.

§ 3.6.1.5 Coordination of Responsibilities Regarding Underground Utility Facilities. Architect, on behalf of and in the name of Owner and at Owner’s expense, will assist Owner in giving the notices required to be given by Owner under ORC Section 153.64(B). Architect will include in the Drawings and Specifications the identity and location of known existing underground utility facilities located in the construction area of the Project as provided by the surveyor. Owner acknowledges that the surveyor (who may be procured by Architect as a Supplemental Service) will use reasonable care to locate utilities, but does not guarantee all such utilities will be located. Damage to existing utilities (whether caused by Contractor or by a consultant procured by Architect) will be the responsibility of Owner, provided that reasonable care was taken to avoid known utilities.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, or other sections of this Agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will endeavor to guard the Owner against defects and deficiencies in the Work and shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and

deficiencies observed in the Work. Nothing in this section relieves Architect of its duty to use reasonable care to protect Owner from defective and non-conforming Work consistent with its Standard of Care.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect will keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of Architect's response, and a summary of the response. Architect will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to Owner upon request.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. The parties agree that the Contract Documents will express the Owner's intentions with respect to the Project and were developed with input from Owner during each design phase

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in modified AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Architect's decision on claims, disputes or other matters in question between Owner and Contractor, except for those relating to aesthetic effect as provided in Section 3.6.2.4, will be subject to mediation and further dispute resolution as provided in this Agreement and in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. Architect will not certify any payments application to the extent the Contractor has not submitted appropriate waivers of claim or other documents required by the Contract Documents, except as provided herein.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 Consistent with its Standard of Care, Architect will advise Owner in writing, which writing may consist of notations in the job progress meetings, at the time of the delivery of each certification for payment of any defects or problems with respect to the Work, which it observes. Architect will not certify any payment application to the extent Contractor has not submitted any waivers of claim under the Ohio Mechanic's Lien laws or other documents required by the Contract Documents for labor and/or materials listed on the attachment to the Contractor's previous Application for Payment or other documents required by the Contract Documents. Notwithstanding the foregoing, Architect has discretion to adjust the amount certified when missing documentation is deemed by Architect, in consultation with the Owner's designated representative, to be relatively inconsequential or beyond the control of the Contractor such that holding all payment for those items would be detrimental to the Project or unfair to the Contractor.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness in an effort to cause no delay in the Work or in the activities of Owner or any Contractor while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, consistent with its Standard of Care, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. All changes will be document through a bulletin indicating whether it is a proposal request or an order of minor change, which will be issued to immediately for review to Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. The parties will develop a protocol for preparation and management of change orders when the CMR is responsible for the Work.

§ 3.6.5.2.1 Architect will maintain a record of all change orders for the Project that shows the status of each change order, including the basis for the change, identifies potential change orders and includes the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the contractor for the Work, and the number of days approved by Architect and Owner, through the Owner's designated representative, to accomplish the Work. Architect will furnish an updated copy of the change order record to Owner upon request.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the approved Owner occupancy permit for each improvement included in the Project and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, through the Owner's designated representative, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment for each improvement included in the Project based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

To the extent the Contractor has not completed its Work on any improvement included in the Project for which it is responsible, or there are defects or non-conforming Work following the date for Substantial Completion, Architect in its role as design professional will communicate with the Contractor and monitor Contractor's progress to complete its Work and correct any defective or non-conforming Work.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the approved occupancy permit and Substantial Completion for each improvement included in the Project, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. In addition to the foregoing, during the first 18 months following the date of the approved occupancy permit and Substantial Completion for each improvement included in the Project, Architect as part of its Basic Services will cooperate with the Commissioning Agent retained by Owner, if any, and, if requested by Owner, will observe the comprehensive systems tests described in Section 3.4.1.1 hereof, and which are required as part of the Ohio Basic Building Code, as arranged by Architect, advise Owner as to its opinion as to the outcome of the tests for each operation system in terms of how nearly the system comes to fully meeting the test criteria, participate in design or redesign found to be necessary as a result of such tests, and define the corrective action that must be taken by the respective Contractors. Architect's services in the design or redesign described in this section will be provided at no additional cost if the design or redesign is determined to be required due to an error or omission by Architect in preparing the original drawings and specifications.

§ 3.6.6.6 Record Drawings. During design and construction, as a Basic Service, Architect will update the building model prepared and maintained for the Project in Revit to reflect all bulletins issued and to double-check the as-built

drawings provided by the CMR and its subcontractors for Work on the Project. The building model will be provided to Owner for review and to CMR and its subcontractors for coordination; the CMR and subcontractors will be required to provide a release for their use of the model to insert their scope of Work. Before final payment is due Architect, Architect will provide an updated building model for each improvement included in the Project to Owner in a pdf format usable by Owner. The Record Drawings, to the best of Architect's knowledge based upon the record drawings delivered to Architect by the Contractors, upon which Architect is reasonably entitled to rely, and Architect's knowledge of change orders and observations during the progress of the Project, will detail the actual construction of the Project and contain such annotations by Architect as may be necessary for someone unfamiliar with the Project to understand the changes made to the original plans. As part of the payment approval process for Contractors during the course of the Project, Architect will implement a system that requires the Contractors to update the working sets of drawings to reflect Work in progress. Because the Record Drawings are based on unverified information provided by other parties, which will be assumed reliable, Architect cannot and does not warrant their accuracy. If Owner determines at the completion of the Project that it wishes to have additional information (including but not limited to specific models of equipment and maintenance requirements) included in the final model of the Record Drawings for the Project, such services will be subject to a separate agreement or an amendment to this Agreement as a Supplemental Service.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 4.2-11.2, except as noted otherwise in this Agreement. However, nothing in this Agreement relieves Architect of its professional duties related to the Project. Should Architect believe that the proposed Supplemental Services are essential for the complete performance of the Architect's professional responsibilities, Architect will clearly notify Owner of that fact in writing, stating the objective basis for that belief. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, with Owner's assistance, as a Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect as a Basic Service
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner (or Architect as a Supplemental Service)
§ 4.1.1.5 Site evaluation and planning	Owner, with Architect's assistance, as a Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect, as a Basic Service; Architect will use Revit
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect will provide the Revit Model(s) as a Basic Service, with waiver from Owner
§ 4.1.1.8 Civil engineering	Architect, as a Basic Service
§ 4.1.1.9 Landscape design	Architect, as a Basic Service
§ 4.1.1.10 Architectural interior design	Architect, as a Basic Service
§ 4.1.1.11 Value analysis	Architect, as needed in consultation with Owner & CMR
§ 4.1.1.12 Cost estimating	Owner, through CMR
§ 4.1.1.13 On-site project representation	Architect, as a Basic Service
§ 4.1.1.14 Conformed documents for construction	Not provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Architect, as a Basic Service, as described
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect, as a Basic Service
§ 4.1.1.21 Telecommunications/data design	Architect, as a Basic Service
§ 4.1.1.22 Security evaluation and planning	Architect, as a Basic Service; preparation of school safety plans are an optional Supplementary Service
§ 4.1.1.23 Commissioning	Owner, through a third party consultant (or Architect as an Optional Supplemental Service)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Historic preservation	Not provided
§ 4.1.1.26 Furniture, furnishings, and equipment design	Architect, as a Basic Service
§ 4.1.1.27 Other services provided by specialty Consultants	Architect, as a Basic Service or Required Supplemental Service (listed in Section 1.1.12.2)
§ 4.1.1.28 Other Supplemental Services	
• Storm Shelter Design	Architect, as a Required Supplemental Service
• Surveying	Owner (or Architect as Optional Supplemental Service)
• Phase 1 ESA	Owner (or Architect as Optional Supplemental Service)
• Geotechnical Consulting	Owner (or Architect as Optional Supplemental Service)
• Expanded HVAC Controls Services	Owner (or Architect as Optional Supplemental Service)
• Construction Testing	Owner (or Architect as Optional Supplemental Service)
• Special Inspections (includes Roofing Consultant)	Owner (or Architect as Optional Supplemental Service)
• Traffic Studies/Traffic Engineering	Owner (or Architect as Optional Supplemental Service)
• School Safety Plans	Owner (or Architect as Optional Supplemental Service)
• Deep Foundation Design	Owner (or Architect as Optional Supplemental Service)

§ 4.1.2 Description of Supplemental Services

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

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

None

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

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

None

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

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~ Building models prepared in Revit will be made available to Owner, CMR, and others at all stages of the design and construction process as a Basic Service as described in the protocol developed by Architect for coordination with major Consultants;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by ~~the Owner;~~ the Owner, with the exception of preparing add or deduct alternates as deemed appropriate and incorporated into the design phase approval process in alignment with the budget, which are included in the Architect's Basic Services;
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~ hearing, except as described elsewhere in this Agreement or when the Architect is a party thereto;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction;~~ or, construction.
- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

With respect to item .7 above, Architect as a Basic Service will attend meetings with building officials during the design process, attend building code appeals during the course of design, attend and run community meetings to provide information about the Project (up to four (4) meetings), attend meetings required for zoning approval or planning commission approval (up to four (4) meetings), and will meet with and attend meetings needed to secure permits and approvals for the Project.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the ~~Architect~~Architect that is not the result of Architect's negligent acts or omissions or failure to perform;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of ~~Service~~Service that are not the result of Architect's negligent acts or omissions or failure to perform;
- .4 Evaluating an extensive number of Claims as the Initial Decision ~~Maker~~Maker that are not the result of Architect's negligent acts or omissions or failure to perform; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 an average of two (2) visits to the site each week by the Architect and its consultants during construction or as needed based upon Work in progress
- .3 two (2) 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 two (2) inspections for any portion of the Work to determine final completion.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 ~~The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating work with the CMR (when applicable) and the Architect to create the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.~~

§ 5.3 The Owner in consultation with Architect shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. ~~The Owner shall furnish the services of a Cost Consultant that budget prepared by Owner with Architect is based upon the program developed with Architect. Architect or the CMR (when applicable) shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. Architect is not responsible for detailed cost estimating.~~

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign

portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 ~~The~~ Unless procured by Architect as an Optional Supplemental Service, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

§ 5.10 ~~The~~ Unless procured by Architect as an Optional Supplemental Service, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. The amounts stated in the overall budget summary developed by Owner and Architect will be the limit of funds available for construction of the Project, unless modified by Owner in writing.

§ 6.3 The Owner shall require the ~~Cost Consultant~~ Architect or CMR (when applicable) to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the ~~Cost Consultant~~ CMR prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the ~~Cost Consultant's~~ CMR's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the ~~Cost Consultant's~~ CMR's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the ~~Cost Consultant's~~ CMR's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the ~~Cost Consultant~~ CMR, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the ~~Work at the conclusion of the Design Development Phase Work, as modified during the design process, at the (1) conclusion of the Design Development Phase, or (2) any bona fide proposed Cost of the Work as determined by bidding or negotiation,~~ exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable ~~alternative~~, including the following:
 - (a) Authorize rebidding or renegotiating of the Project within a reasonable time; or
 - (b) Terminate this Agreement as provided in Section 9.5.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that

exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ In the event of termination of this Agreement, Architect grants Owner a nonexclusive license permitting Owner to authorize other similarly credentialed design professionals to reproduce and, as permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in modified AIA Document A201-2017, General

Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association (AAA) in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. ~~Agreement or another forum if the parties agree.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ Notwithstanding the foregoing, the parties agree that both must agree to pursue mediation and that neither will request mediation with the AAA until notice of the request for mediation has been provided to the other party and the parties have been unable to agree upon an independent mediator in a reasonable amount of time.

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

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
☒ Litigation in a court of competent jurisdiction (as defined in Section 10.1)
☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

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mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, ~~such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of~~ Architect will give Owner 21 days written notice of Architect's intention to terminate or suspend performance of services under this Agreement. ~~If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The written notice must specify the reason(s) for the intended termination or suspension and will state with specificity the means by which Owner may cure the asserted reasons for termination or suspension of services.~~

§ 9.2 If the Owner suspends the Project, and the period of suspension is more than 30 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.

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

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~²¹ days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

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

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

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

~~.1 — Termination Fee:~~

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. The parties agree that jurisdiction for any dispute(s) that may arise in connection with this Agreement that are not settled through informal discussions or mediation will be in the Court of Common Pleas for the county in which the Project is located.~~

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

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site-site, unless the toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, Architect will immediately report that presence to Owner, through the designated representative, in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall agree that it will endeavor to provide professional credit for the Architect in the Owner's promotional materials for materials about the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 1 16.

.3 Other
(Describe the method of compensation)

\$8,176,153, which includes the following:

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Basic Services* for:	Estimated Cost	Fee %	Fee Amount
New High School	\$73,568,670.00	6.65%	\$4,892,317.00
New Elementary School	\$14,680,673.00	6.75%	\$ 990,945.00
*Includes basic building construction, CMR construction stage fees, loose furnishings, technology, site work, Owner contingency			
TOTAL			\$5,883,262.00
Supplemental Services:			
Storm Shelter Design (both schools) (required)		Fixed	\$ 60,000.00
Land Survey (one site) (optional)		Fixed	\$ 70,599.00
Phase 1 environmental site assessment (one site) (optional)		Fixed	\$ 3,000.00
Geotechnical Analysis (one site) (optional)		Fixed	\$ 61,775.00
Construction Testing/Special Inspections (both schools) (optional) Includes Roofing Consultant if requested (design and site visits)		Fixed	\$ 767,769.00
Expanded HVAC Controls Services (both schools) (optional)		Fixed	\$ 725,000.00
Commissioning Services (both schools) (optional)		Fixed	\$ 250,000.00
Early Site Package (one site) (optional)		Fixed	\$ 25,000.00
School Safety Plans (both schools) (optional)		Fixed	\$ 5,000.00
Deep Foundation Design (both schools) (optional)		Fixed	\$ 25,000.00
TOTAL			\$1,993,143.00
Reimbursable Expenses (allowances)			
Agency Approval Fees			\$ 264,748.00
Traffic Study/Traffic Engineering			\$ 25,000.00
Misc. Printing			\$ 10,000.00
TOTAL			\$ 299,748.00

There are no Reimbursable Expenses anticipated beyond agency approval and miscellaneous printing noted above; this type of expense is included in the compensation described above. If Architect pays costs to obtain building permits, Owner agrees that it will reimburse Architect for its costs with no mark-up. The parties anticipate that copying costs for documentation required for plan and permit submission and for bidding and construction purposes will be paid by Owner as a Project cost. To the extent any allowance amount is not used or a supplemental service is not used, the amount will remain the property of Owner. If an allowance is anticipated to be exceeded, Architect will notify Owner, through its designated representative(s), and the parties will agree on an adjustment to the allowance.

At the time this Agreement is signed, Owner is encumbering \$6,000,000 of the total compensation to be paid to Architect; the balance will be encumbered with the issuance of another series of bonds for the Project, which is anticipated to occur before the end of 2018.

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

Refer to Exhibit C (Architect Fee Worksheet)

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

To be negotiated as needed

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10.0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase *	<u>fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>thirty</u>	percent (<u>30</u>	%)
Procurement Phase	<u>five</u>	percent (<u>5</u>	%)
Construction Phase	<u>twenty-five</u>	percent (<u>25</u>	%)
Close-Out	<u>five</u>	percent (<u>5</u>	%)
Total Basic Compensation	one hundred	percent (100	%)
* Includes programming.				

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate. The parties further agree that the percentages for each phase may be adjusted depending upon the level of detail determined needed in a particular phase.

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

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

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

Employee or Category	Rate (\$0.00)
<u>Principal</u>	<u>\$160/hour</u>
<u>Registered Architect/Certified Interior Designer</u>	<u>\$140/hour</u>
<u>Professional and Interiors Staff</u>	<u>\$100/hour</u>
<u>Interns and Administrative Staff</u>	<u>\$80/hour</u>

§ 11.8 Compensation for Reimbursable Expenses

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

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

Init.

- .7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Professional renderings, physical models, mock-ups, and professional photography requested by the Owner; Architect will provide presentation materials necessary, including computer renderings, to communicate the design intent to Owner and the community as a Basic Service;~~
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 ~~Site office expenses;~~
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- .12 ~~Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** ~~If the~~ The types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)
are stated in Section 2.5

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

(Insert rate of monthly or annual interest agreed upon.) within 30 days after presentation of the Architect's invoice.

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Non-Discrimination. Architect and its consultants, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origins, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

§ 12.2 Alternates. Architect will prepare Alternates for bidding changes in material, equipment, and products requiring minimum documentation alternations at no increase in fee. When Alternates require major changes in documentation or additional documentation, Architect's compensation for each alternate will be established at the time the alternate is proposed.

§ 12.3 Systems Testing Services/11-Month Walk-Through. During the first 12 months following Substantial Completion of each improvement included in the Project (i.e., the improvements at each facility included in the Project), Architect, as requested by Owner and in coordination with the Commissioning Agent, will observe the systems tests described in Section 3.4.1.1 hereof, advise Owner as to its opinion as to the outcome of the tests for each operation system in terms of how nearly the system comes to fully meeting the test criteria, and provide recommendations to Owner regarding corrective action by the responsible Contractors to address any deficiencies noted. In addition to the foregoing, Architect will participate in a walk-through of each improvement included in the Project with Owner one month prior to the expiration of the 1-year correction provided by each Contractor. Architect will thereafter consult with Owner, through its designated representative, and the Commissioning Agent, if any, to address any issues identified in the walk-through according to the procedures specified in the General Conditions.

§ 12.4 Site Observation. Services for providing site observation under Section 3.6.2.1 as part of Architect's Basic Services shall be defined as an average of 8 hours per site per week per improvement during the construction period, including times as reasonably requested by Owner; it is Owner's expectation that Architect and/or its consultants will be on-site a minimum of 2 days (or part of 2 days) per week during construction. This on-site presence includes the members of Architect's staff and its consultants. In consultation with the Owner's designated representative, this time commitment may be adjusted to suit the progress and status of the project. As part of its Basic Services, Architect will attend regular Project meetings and will review the official Project meeting minutes prepared for distribution and issued to Owner, through its designated representative, and Contractors.

§ 12.5 Payment for Change Orders. The estimate of probable construction cost, upon which Architect's Fee is based, contains a contingency, which may be used for Change Orders. There will be no additional compensation to Architect for Change Orders to the Project so long as the total amount of Change Orders does not exceed the contingency included in the Project construction budget. Owner will authorize Change Orders for work as a result of Owner-initiated changes, unforeseen conditions, and code compliance. If the Project construction budget is increased, the parties may negotiate a fair and equitable adjustment to Architect's fee, which may or may not include an increase to the construction contingency. If the construction contingency is not increased, the parties will negotiate a fair and equitable compensation to Architect for its services provided for design and administration of the Change Order. When additional payment is appropriate, payment of the fee for an approved Change Order will be made as follows: 65% after approval of the Change Order and 35% following completion of the work by the responsible Contractor. When an approved Change Order is necessitated by the negligent errors and/or omissions on the part of Architect or its consultants, no fee will be paid to Architect for design work related to the Change Order, unless approved by Owner, in its sole discretion.

§ 12.6 Commissioning. Commissioning services, in addition to the systems testing services to be specified under this Agreement, may be requested by Owner and will be provided by a third party consultant, unless procured through Architect as an Optional Supplemental Service. Upon request, Architect through its mechanical/electrical engineers will provide additional information to Owner to assist Owner in retaining the services of a commissioning agent during the design and construction of the Project and agrees that it will cooperate with such commissioning agent during the design and construction of the Project.

§ 12.7 Ethics. Architect certifies that it is aware of the ethics responsibilities contained in ORC Section 3517.13 and is in compliance with this section of the Code.

§ 12.8 Architect will provide its design services without additional cost when an omission from the Contract Documents is due to Architect's errors and/or omissions; in those cases when the omission is not due to Architect's negligence, Architect will provide its services without additional cost for items that are minor in nature or when the estimated construction cost of the omitted item is \$5,000 or less.

§ 12.9 Architect is not subject to any findings for recovery by the Ohio Auditor of State or has taken all necessary steps to address any findings for recovery.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1** AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect (modified)
- .2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

TBD

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

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

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

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

Exhibit A: High School Budget

Exhibit B: Elementary School Budget

Exhibit C: Architect Fee Worksheet

Exhibit D: Proposal for Architectural Services dated February 21, 2018

Exhibit E: Minimum Design Phase Submission Guidelines

This Agreement entered into as of the day and year ~~first written above~~ signed by Owner below.

OWNER (Signature)

Big Walnut Local School District Board of Education

By: Angela Pollack, Superintendent

(Printed name and title)

ARCHITECT (Signature)

VSWC Architects, Inc.

By: Christopher S. Dumford, RA, Vice President

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

Date

Date

Init.

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User Notes:

(1865953101)

CERTIFICATE OF FUNDS

(ORC Section 5705.41)

The undersigned Treasurer for the Big Walnut Local School District, located in Sunbury, Delaware County, Ohio, hereby certifies in connection with the preceding Agreement that the amount of \$6,000,000 has been lawfully appropriated for the purpose of design services for the Project, to meet the obligations for services and other costs described in the Agreement up to this amount, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. The remaining funds will be encumbered after issuance of another series of bonds for construction of the Project.

Date: _____

Jeremy Buskirk, Treasurer
Big Walnut Local School District

EXHIBIT A - HIGH SCHOOL BUDGET
Opinion of Probable Cost* - New High School

<u>SOURCE OF COST</u>	<u>QTY</u>	<u>UNIT</u>	<u>COST/UNIT</u>	<u>TOTAL COST</u>
Basic Building	295,344	sq ft	\$188.92	\$55,796,388.48
Basic Site Work	295,344	sq ft	\$23.74	\$7,011,466.56
Supplemental Facilities				
Auditorium	8,500	sq ft	\$206.65	\$1,756,525.00
Athletic Facilities**				\$8,366,688.92
Grading/Utility Allowance				\$637,600.74
Non-Construction Costs***			16.29%	\$11,984,333.04
Site Acquisition Allowance				\$2,000,000.00
Septic Allowance				\$250,000.00
<u>TOTAL</u>				<u>87,803,002.74</u>

CONSTRUCTION COST = \$73,568,670 →

*Opinion of Probable Cost utilizes Ohio Facilities Construction Commission (OFCC) and proprietary cost data and has been calculated for a capacity of 1,851 students.


**Athletic facilities to include athletic building, turf field, track, bleachers, tennis courts, and baseball and softball fields. Athletic facilities would be comparable to the rest of the Ohio Capital Conference (OCC), which is the 32-school athletic conference in which Big Walnut competes.

***Non-Construction Costs include professional design services, legal fees, building permits, insurance, etc.

EXHIBIT B - ELEMENTARY SCHOOL BUDGET

NEW CONSTRUCTION	
New school	\$ 10,868,324.80
Site allowance	\$ 1,264,462.80
Total New Construction	\$ 12,132,787.60

Subtotal	\$ 12,132,787.60
Design Contingency, Inflation	\$ 1,213,278.76
Subtotal	\$ 13,346,066.36
Construction Contingency - 10%	\$ 1,334,606.64
Total Construction Cost	\$ 14,680,673.00
Non Construction Costs (16.29%)	\$ 2,391,481.63
Total Project Cost	\$ 17,072,154.63



Architect Fee Worksheet: Big Walnut New High School and New Elementary School

Basic Services			2/21/18
	Percentage	Fee	
Total Construction Budget New High School*	6.65%	\$73,568,670	\$4,892,317
Owner Contingency New High School**	6.65%	\$0	\$0
Total Construction Budget New Elementary School*	6.75%	\$14,680,673	\$990,945
Owner Contingency New Elementary School**	6.75%	\$0	\$0
Total	Fixed Fee	\$88,249,343	\$5,883,262
* Total Construction Budget includes: Basic Building Construction, CMR Construction Stage Fees, Loose Furnishings, Technology, & Site Work			
** Owner Contingency is included in the Total Construction Budgets			

Supplemental Services		
	Type	Fee
Required Supplemental Services		
Storm Shelter Design (both schools)	Fixed Fee	\$60,000
Optional Supplemental Services		
Optional Land Survey (one site)	Fixed Fee	\$70,599
Optional Phase 1 Environmental Site Assessment (one site)	Fixed Fee	\$3,000
Optional Geotechnical Analysis (one site)	Fixed Fee	\$61,775
Optional Construction Testing/Special Inspections (both schools)	Fixed Fee	\$767,769
Optional Expanded HVAC Controls Services (both schools)	Fixed Fee	\$725,000
Optional Commissioning Services (both schools)***	Fixed Fee	\$250,000
Optional Early Site Package (one site)	Fixed Fee	\$25,000
Optional School Safety Plans (both schools)	Fixed Fee	\$5,000
Optional Deep Foundation Design (both schools)	Fixed Fee	\$25,000
Total		\$1,993,143
*** If Expanded HVAC Controls Services are approved, the cost of Commissioning Supplemental Services will be reduced by \$50,000		

Reimbursables (Allowances)		
		Fee
Agency Approval Fees Allowance	\$ 264,748.03	\$264,748
Misc. Printing Allowance	\$ 10,000.00	\$10,000
Total		\$274,748

TOTAL FEE

\$8,151,153



2/21/18

Ms. Angie Pollock, Superintendent
Big Walnut Local Schools
110 Tippet Court
Sunbury, Ohio 43074
Submitted via email (to angiepollock@bwls.net)

Ms. Pollock:

We are honored to be selected as your Architect and are pleased to submit this **Proposal for Architectural Services** for the Big Walnut High School & Elementary School Project. If any of this information needs to be explained, amended or supplemented, please let me know and I will do my best to resolve right away.

Proposed Fees

Basic Services:

Architectural Basic Service Fees are typically calculated as a percentage of the Construction Cost. We propose a **Fixed Fee** based on the budgeted Construction Cost of the Work (including Contingency).

Supplemental Services:

Based on our understanding of the Project Scope, certain Supplemental Services (Services traditionally not included in Architectural Basic Services) are required. We propose **Fixed Fees** for the indicated Supplemental Services.

Reimbursables:

Most anticipated expenses are included in the Basic Services. Indicated Reimbursable Expenses will be invoiced without markup and applied toward the **Allowances** indicated.

We propose the following Fee for Architectural Services:

Basic Services (Fixed Fee):	\$5,883,262
Required Supplemental Services (Fixed Fee):	\$60,000
Optional Supplemental Services (Fixed Fees):	\$1,933,143
Reimbursables (Allowances):	\$274,748
Total:	\$8,151,153

See attached *Architect Fee Worksheet*.

Assumptions, Clarifications, and Exclusions

1. Project Site:
 - A. It is assumed that all Work (both buildings & Athletic Facilities) will be located on one contiguous site.
 - B. Design of off-site items (road changes/improvements, traffic signal changes, traffic studies, off-site utilities/utility extensions, etc.) is excluded.
 - C. Design Services associated with Demolition of Existing Structures is excluded.
 - D. Performance of a **Phase 1 Environmental Site Assessment** (ESA) is included (Optional Supplemental Service). Performance of Phase 2 ESA's and Services pertaining to hazardous materials abatement/remediation are excluded.
2. Building Design:
 - A. Recent Building Code change requires **Storm Shelter Design** for Schools. This requires significant additional services performed by the project Structural Engineer including peer review. This Required Supplemental Service is included in This Proposal.
 - B. **Expanded HVAC Controls Services** are included as an Optional Supplemental Service. If accepted, design, programming, and commissioning of the HVAC Controls will be performed as a Design Service under this Agreement rather than by a Controls Subcontractor (under the CMR).

- C. **Commissioning Services** are included as an Optional Supplemental Service. If accepted, commissioning of the HVAC System and the Building Envelope will be performed by Dynamix Engineering controls group, rather than a third party Commissioning Agent hired directly by the District.
- D. Conventional Foundation Systems are assumed. If Deep Foundations are required (due to site conditions unknown at this time), then **Deep Foundation Design** Services will be performed as a Supplemental Service.
- E. Design, Documentation, and Submission for LEED Registration/Certification is excluded.
- F. Detailed Cost Estimating is excluded. Review of Cost Estimating by the CMR is included.

Agreement Form Comments/Modifications

The Agreement Form (AIA B103-2017) proposed by your attorney (Sylvia Gillis of Bricker & Eckler) is acceptable. We propose the following **modifications** (most of which bring the Agreement into alignment with our understanding of the Project Scope):

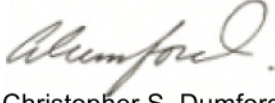
- 1.1.2 ADD the following:
Site to be selected and procured by the Owner, with input and analysis provide by the Architect (as a Basic Service).
- 1.1.3 ADD the following:
See Exhibit A – High School Budget and Exhibit B – Elementary School Budget. Budgets include Owner's Contingency.
- 1.1.10.1 ADD the following to the end:
...unless procured by the Architect as a Supplemental Service.
- 1.1.10.3 ADD the following to the end:
...unless procured by the Architect as a Supplemental Service
- 1.1.10.4 DELETE. Civil Services will be provide by the Architect as a Basic Service.
- 1.1.11 ADD the following:
Christopher Dumford, Vice President
VSWC Architects
Email: chris@vswc.com
- 1.1.12.1.1 ADD the following: SMBH
- 1.1.12.1.2 ADD the following: Dynamix Engineering, Ltd.
- 1.1.12.1.3 ADD the following: Dynamix Engineering, Ltd.
- 1.1.12.1.4 ADD the following: To Be Determined
- 1.1.12.1.5 ADD the following: Joby Smith & Associates
- 1.1.12.2 ADD the following:
.1 Surveying: The Kleingers Group
.2 Phase 1 Environmental Site Analysis: Lawhon & Associates
.3 Geotechnical Consulting: CTL Engineering, Inc.
.4 Construction Testing/Special Inspections: CTL Engineering, Inc.
.5 Storm Shelter Design: SMBH
- 1.1.13 ADD the following:
Proposal for Architectural Services letter dated X/X/18, including assumptions, clarifications, exclusions, and Architect Fee Worksheet (see Exhibit C).
- 2.5.6 CHANGE to match our current Professional Liability Insurance limits:
...not less than Three Million Dollars (\$3,000,000) per claim and Four Million Dollars (\$4,000,000) in aggregate.
- 3.1 CHANGE the last sentence to read:
...acoustics and lighting, theater, and other specific engineering and design services for the athletic facilities at the new high school.
- 3.2 CHANGE to read: Programming and Schematic Design Phase Services
- 3.2.1 CHANGE to read:
The Architect shall review program information furnished by the Owner, laws, codes and regulations applicable to the Architect's services. The Architect shall prepare a Program and submit to the Owner for approval.
- 3.4.1.1 CHANGE the last sentence to read:
Unless included as Supplemental Services under this Agreement, Commissioning services are beyond the scope of the Architect's Services.

- 3.5.1 CHANGE to read:
The Architect shall assist the Owner in establishing a list of prospective contractors/ subcontractors and criteria for measuring the responsibility for contractors to perform the Work. The Architect shall assist the Owner in obtaining Guaranteed Maximum Prices (GMP's) from the CMR. GMP's may be obtained at a point in time prior to the completion of Construction Documents, as decided in consultation with the Owner and CMR. For work outside of the CMR's responsibility, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.
- 3.6.1.5 CHANGE the second and third sentences to read:
Architect will include in the Drawings and Specifications the identity and location of known existing underground utility facilities located in the construction area of the Project as provided by the Surveyor. Owner acknowledges that the Surveyor (who may be procured by the Architect as a Supplemental Service) will use reasonable care to locate utilities, but does not guarantee all such utilities will be located. Damage to existing utilities (whether caused by Contractor or by Consultant procured by the Architect) shall be the responsibility of the Owner, provided that reasonable care was taken to avoid known utilities.
- 4.1.1.1 CHANGE the Responsibility to read: Architect, with the Owner's assistance, as a Basic Service
- 4.1.1.3 ADD the following Responsibility: Not provided
- 4.1.1.4 CHANGE the Responsibility to read: Owner (or Architect as Optional Supplemental Service)
- 4.1.1.12 CHANGE the Responsibility to read: Owner, through the CMR
- 4.1.1.23 CHANGE the Responsibility to read: Owner, through a third party consultant (or Architect as Optional Supplemental Service)
- 4.1.1.28 CHANGE to read:
Storm Shelter Design Architect, as a Supplemental Service
- 4.1.1.29 ADD to read:
Phase 1 ESA Owner (or Architect as Optional Supplemental Service)
- 4.1.1.30 ADD to read:
Geotechnical Consulting Owner (or Architect as Optional Supplemental Service)
- 4.1.1.31 ADD to read:
Construction Testing Owner (or Architect as Optional Supplemental Service)
- 4.1.1.32 ADD to read:
Special Inspections Owner (or Architect as Optional Supplemental Service)
- 5.3 DELETE Architect responsibility for cost estimating.
- 5.5 ADD the following to the beginning of the first sentence:
Unless procured by the Architect as an Optional Supplemental Service, the Owner..."
- 5.6 ADD the following to the beginning of the first sentence:
Unless procured by the Architect as an Optional Supplemental Service, the Owner..."
- 5.10 ADD the following to the beginning of the first sentence:
Unless procured by the Architect as an Optional Supplemental Service, the Owner..."
- 6.3 DELETE Architect responsibility for cost estimating.
- 8.1.3 DELETE Paragraph in its entirety since Owner's indemnity clause was stricken from 7.3.1.
- 11.1.3 ADD the following:
Such costs will be applied toward the Reimbursable Allowances listed below.
Agency Approval Allowance: \$264,748
Misc. Printing Allowance: \$10,000
- 11.2 CHANGE the inserted text to read:
Refer to Architect Fee Worksheet, included with Exhibit C
- 11.7 CHANGE the inserted text to read:
Principal \$160/hr.
Registered Architect/Certified Interior Designer \$140/hr.
Professional and Interiors Staff \$100/hr.
Inters and Administrative \$80/hr.
- 11.8.1 REMOVE the strike-out from .3 and .4.
- 12.4 INSERT 8 hours per site per week.
- 12.6 ADD the following to the end of the first sentence

...third party consultant (unless procured through the Architect as an Optional Supplemental Service).

- 13.2.4 ADD the following:
Exhibit A – High School Budget
Exhibit B – Elementary School Budget
Exhibit C – Proposal for Architectural Service dated X/X/X

Thank you again for the opportunity to submit this Proposal. We eagerly await your response.



Christopher S. Dumford, RA
Vice President, VSWC Architects

Attached:

Architect Fee Worksheet	(1 page)
Exhibit A – High School Budget	(1 page)
Exhibit B – Elementary School Budget	(1 page)

ARTICLE 1 - ELEMENTS OF PROGRAM VERIFICATION PHASE SUBMISSION

1.1 General

- 1.1.1 Program of Requirements indicating the square footage and number of all program spaces

ARTICLE 2 - ELEMENTS OF SCHEMATIC DESIGN PHASE SUBMISSION

2.1 Architectural

- 2.1.1 Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships
- 2.1.2 Exterior wall section indicating location of openings, and overall thermal transfer value for each element of the exterior wall/envelope
- 2.1.3 Plan and Section views, indicating the design approach to day lighting
- 2.1.4 Identify roof system, deck, membrane flashing and drainage technique and indicate overall combined heat transfer coefficient value for exterior wall/envelope
- 2.1.5 Show exterior building elevations identifying proposed shell finishes (include all exterior surfaces, doors, and windows)
- 2.1.6 Site plan with building located and overall grading plan with preliminary contours
 - 2.1.6.1 Preliminary site development such as access road paving, walls and outside support buildings, and paved parking lots landscaping, geothermal wellfields, bio-swales, constructed wetlands, composting facilities, natural areas, site utilities (existing and new) should be shown
- 2.1.7 Gross and net area calculations separated to show conformance with Program of Requirements
 - 2.1.7.1 Each space to be annotated with net square footage
- 2.1.8 Building Code type and occupancy information
- 2.1.9 Narrative describing significant work not shown in Phase Submission Documents.

2.2 Structural

- 2.2.1 Main building sections depicting proposed structural systems
- 2.2.2 Preliminary structural floor plan with overall dimensions and floor elevations
 - 2.2.2.1 Identify structural system and provide preliminary sizes for all main structural members
- 2.2.3 Preliminary foundation plan
 - 2.2.3.1 Identify foundation system and provide preliminary sizes

2.3 Plumbing and Mechanical

- 2.3.1 Narrative detailed description of HVAC systems that appear compatible with loading conditions for subsequent life cycle costing
- 2.3.2 Floor plan showing all mechanical (HVAC and Plumbing) equipment spaces
- 2.3.3 Floor plan showing all major mechanical equipment and plumbing fixtures
 - 2.3.3.1 toilets, sinks, urinals, water fountains/coolers, solar-thermal systems, janitor sinks, rainwater harvesting systems, and fire protection system

2.4 Electrical

- 2.4.1 Lighting and power plans showing conceptual solution for lighting, power, communications, fire alarm and technology

2.4.2 Floor plan showing all major electrical equipment

2.4.3 Preliminary one-line electrical distribution diagrams. Indicate preliminary location of service entry, switchboards, motor control centers, panels, transformers and emergency generator, etc., if required

2.5 Technology

2.5.1 Detailed description of the Owner's needs, including such items as: Connection to DA-Site, Connection to other schools district-wide, Carrier system requirements (ATM, PRI, Ethernet, etc.), owner's vision of how technology will be used in the classroom/school/district, provisions for a district-wide network operations center, and fiber between schools

2.5.2 Minutes of the initial meeting with A/E and Owner to determine location and size requirements of all technology spaces

2.5.3 Single-line drawings showing connectivity schematic of various networks, including: data, voice, video, media retrieval, security, paging, specialized audio, etc.

2.5.4 Detailed description of any special design considerations, including such items as: lighting and wall color requirements for video conferencing rooms, separate HVAC systems for each of the technology areas, coordination issues with local service providers, running cat5e tie cables between TC's, etc.

ARTICLE 3 - ELEMENTS OF DESIGN DEVELOPMENT PHASE SUBMISSION

3.1 Architectural

3.1.1 Dimensioned floor plans indicating structural bay sizes and overall building dimensions.

3.1.1.1 show dimensions and final partition locations including all openings

3.1.1.2 show all fixed and loose equipment

3.1.2 Exterior and core wall sections showing final dimensional relationships, materials and component relationships

3.1.3 Preliminary room finish schedule identifying all finishes

3.1.4 Exterior door and hardware schedule showing door, frame and hardware type

3.1.5 Site plan including grading and site utilities, utility connection points and a storm water management design, bio-swales, rain gardens, rainwater harvesting equipment

3.1.6 Preliminary development of details and large scale plans and sections

3.1.7 Plans, Sections and Details of the day lighting system including computer modeling analysis

3.1.8 Preliminary reflected ceiling plan including ceiling grid, light fixtures and all devices that penetrate or are mounted upon finished ceiling

3.1.9 Interior movable furniture, office equipment, demountable partitions and system furniture, layouts for all departments and floors including proposed building signage system

3.1.10 Gross and net area calculations by department to determine compliance with Program of Requirements

3.1.11 Outline specifications including selected acceptable manufacturers and suppliers **where determined**

3.1.12 Narrative describing significant changes from previous Phase Submission and work not shown in these Phase Submission Documents.

3.2 Structural

3.2.1 Floor plan with all structural members located and sized

3.2.2 Preliminary footing, beam, column and connection schedules

3.2.3 Establish final building elevations

3.2.4 Foundation drawings

3.2.5 Outline specifications including selected acceptable manufacturers.

3.3 Plumbing and Mechanical

3.3.1 Heating and cooling load calculations for each individual space, include cooling requirements for heat loads generated by office equipment, personal computers, etc.

3.3.2 Mechanical equipment schedule indicating size and capacity

3.3.3 Plumbing fixtures schedule

3.3.4 Floor plans showing mechanical equipment and plumbing fixtures

3.3.4.1 All equipment and fixtures should be shown and located

3.3.5 Floor plans showing main ductwork distribution, branch ductwork and plumbing piping

3.3.5.1 All ductwork and piping should be located and sized to coordinate with structural framing system

3.3.6 All ceiling mounted devices should be located

3.3.7 Legend showing all symbols used on drawings

3.3.8 Outline specifications including selected acceptable manufacturers

3.4 Electrical

3.4.1 Floor Plan locating all power consuming equipment with a description of the equipment load characteristics

3.4.2 Estimate total electric load, confirm Design Manual required excess capacity

3.4.3 Floor Plan showing all major electrical equipment

3.4.3.1 switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc., which shall be dimensioned and drawn to scale

3.4.4 Site Plan showing preliminary site lighting design with pole and fixture type designations

3.4.5 Floor plan showing lighting layout, power, telecommunications and office automation devices and switches with preliminary circuiting

3.4.6 Light fixture schedule should be finalized

3.4.7 Day lighting control system

3.4.8 Estimate interior electrical loads for systems furniture, receptacles, lighting, food service equipment and any other special use areas, etc.

3.4.9 Preliminary Distribution Panel Schedule

3.4.10 Outline specifications including selected acceptable manufacturers and suppliers

3.5 Technology

3.5.1 Preliminary list of all technology drawings using Ohio School Design Manual specifications as a guide

3.5.2 Technology consultant must coordinate with all other trades in order to ensure proper pathway sizes and locations

3.5.3 Preliminary floor plans indicating the locations of all technology outlets throughout the building, including, but not limited to: data, voice, video, sound, paging, security, speakers, access control, and wireless

3.5.4 Preliminary connectivity codes for each type of communication outlet to be installed

3.5.5 Riser diagrams of all technology systems

3.5.6 Outline specifications including acceptable manufacturers

3.5.7 Preliminary engineering of any outside plant work to be performed

3.5.8 Preliminary schematics of all technology systems showing connectivity schemes

3.5.9 Floor plans showing all technology pathways, including cable trays in hallways, and conduits in walls

3.5.10 Floor plans indicating the locations of all technology devices throughout the building, including, but not limited: rack/cabinet layouts, wall-fields, layer-2 and layer-3 network switches, routers, transceivers, PBX, servers, security system, media retrieval equipment, ATM switches, monitors, DVD players, patch panels, cross-connects, etc.

ARTICLE 4 - ELEMENTS OF CONSTRUCTION DOCUMENTS PHASE SUBMISSION

4.1 Cover Sheet

4.1.1 Name, address of School District Board, A/E, Interior Designer, etc.

4.1.2 Vicinity map

4.1.3 Final Building Code type, occupancy information and zoning information

4.1.4 Gross and net area calculations of all departments and floors

4.1.5 Abbreviation and symbol glossary

4.1.6 Index to all drawings

4.2 Site Plans

4.2.1 A certified plot plan, sealed by an Ohio licensed Land Surveyor including full description of property (graphically and, if necessary, as written legal description)

4.2.2 A grading/drainage plan 1'-0" or 2'-0" increments with appropriate sections

4.2.3 Sediment Control and Stormwater Management Plans and profiles

4.2.4 Plans and details of bio-swales, rain-gardens, constructed wetlands, etc.

4.2.5 Local governing utility standards included in all utility details

4.2.6 Standard details shall be modified to suit project conditions, all non-applicable information shall be deleted

4.2.7 Existing and proposed electrical, gas, sewer, water, storm drainage, telephone and TV cable utilities shall be identified

4.2.8 Utility designs shall show plan, profile and all fittings and details required by code and local government standards for all the materials being permitted in the specifications

4.2.9 Zoning Information (separate Zoning Plan if necessary)

4.3 Landscape

4.3.1 An overall site plan showing plantings, irrigation and drainage system, site lighting and all site development features

4.3.2 Details and sections of all site development features, sidewalks, curbs, paving stones, bollards, ramps, exterior stairs, lawn areas showing seeding methods, etc.

4.3.3 All landscape conditions should be thoroughly detailed

4.3.4 A symbol glossary

4.3.5 Planting schedule

4.3.6 Seeding schedule

4.3.7 Standard details shall be modified to suit project conditions. All non-applicable information shall be deleted

4.4 Architectural

4.4.1 Overall Building Floor Plan(s) serving as Reference Plans and Code Review Plans as required to adequately describe the building layout and fire rated elements.

4.4.2 Dimensioned floor plans locating all interior partitions and exterior wall partitions. Floor plans should include room and workstation designations, interior and exterior door and window designations.

4.4.3 Room wall elevations for all non-typical walls

4.4.4 Full description of Casework including floor plans, details and elevations

4.4.5 Interior and exterior window, door and frame schedule complete with elevations and details for all head, jamb and sill conditions

4.4.6 Interior and exterior finish and color schedule

4.4.6.1 exposed finished mechanical and electrical items shall be clearly addressed

4.4.7 Reflected ceiling plans showing all grid, access doors, drapery tracks, light fixtures, day lighting elements, grills, diffusers, security devices, fire alarm devices, data projectors, intercom system, exit devices and acoustic treatment

4.4.7.1 Ceiling heights and type should be indicated on the reflected ceiling plan

4.4.8 Details shall be provided for transitions between finish materials and wall types

4.4.9 Major building sections in at least two directions

4.4.10 A sufficient number of details shall be provided to clearly indicate the method of construction for all building components and shall include but not be limited to the following; exterior wall, waterproofing systems, interface between exterior walls and roof structure, sectional ridge details, insulating systems, interior and exterior finishes, architectural details, interior stairs, elevators

4.4.11 Interior signage locations shall be shown on the floor plan compete with details and schedules

4.4.12 Final locations shall be shown on the floor plan with associated floor loadings being shown on the structural drawings

4.4.13 Partition type schedule and section details for all interior, exterior and floor wall conditions

4.4.14 Roof plan showing all roofing material, roof drains, overflows, access hatches, roof drainage slopes and elevations, solar-thermal systems, snow guards, scuppers, skylights, mechanical and plumbing penetrations

4.4.14.1 Details shall be provided for all edge, parapet and flashing conditions

4.4.15 All exterior building elevations showing finish materials, exterior door and window openings and designations, lights, louvers, grilles, sign age, speakers and other devices

4.4.16 All structural members included in, or enclosed by the architectural details shall be closely coordinated with and the size verified by the structural engineer

4.4.16.1 Details shall indicate the framing and furring method wherever appropriate

4.4.17 All mechanical/electrical elements included in, or enclosed by the architectural details shall be closely coordinated with and the size verified by the design engineer. Details shall indicate the framing and furring method wherever appropriate

4.4.18 Complete Technical Specifications including acceptable manufacturers

4.4.19 Narrative describing significant changes from previous Phase Submission and work not shown in these Phase Submission Documents.

4.5 Structural

4.5.1 A dimensioned foundation plan showing and locating in plan and in elevation all footing, foundations, foundation piers, caissons, grade beams, reinforcement with all layouts for masonry and anchor bolts

4.5.2 A dimensioned floor plan for each floor, showing all beams, beam sizes, duct and piping penetrations, construction joints, expansion joints, edge conditions, imbedded anchors and frames thickened slabs, recessed slabs stair penetrations, elevator shafts, floor loading, top of structure elevation and reinforcement

4.5.3 Footing, column, grade beam, caissons, piers, reinforcement and beam schedules

4.5.4 Dimensioned to scale details showing all conditions, connections and structural sizes

4.5.5 Shear walls clearly shown on plan and schedule if symbol code is used

4.5.6 Abbreviation and symbol glossary

4.5.7 Fastener/connection schedule

4.5.8 Elevations of all footings, elevations to top of all beams, columns, recesses and floors

4.5.9 Roof beam plan, elevator hoist beams

4.5.10 Complete Technical Specifications including acceptable manufacturers

4.6 Mechanical

4.6.1 Abbreviation and symbol glossary

4.6.2 Mechanical equipment schedule

4.6.3 Exterior louver schedule, as coordinated with architectural louvers

4.6.4 Floor plans indicating ductwork with sizes, ductwork mechanical devices, beams for floor above with ductwork penetrations

4.6.5 Reflected ceiling plan showing final location of all ceiling mounted mechanical devices which include but is not limited to; diffusers, return air grilles and thermostats

4.6.6 Floor plan indicating the sprinkler and standpipe riser systems including all required pumps and control devices

4.6.7 Fire damper schedule and individually shown on the floor plan at each required location

4.6.8 Ductwork sound attenuation schedule

4.6.9 Vibration isolation schedule

4.6.10 Terminal control box schedule, with electrical and air volume requirements

4.6.11 Chilled water, condenser, refrigerant, fuel oil, steam and gas riser piping floor plans and riser diagrams and schematics including pipe sizes. Piping schematics shall be in large enough scale to clearly indicate all control devices, valves, unions and miscellaneous appurtenances

4.6.12 Areas of concentrated mechanical equipment shall be enlarged from the basic floor plan to not less than 1/4" = 1'-0" illustrating detailed ductwork and equipment within the mechanical room in both plan and section views; coil access and filter access are to be shown to scale as verification of clearance

4.6.13 Access doors both wall and ceiling, shall be called out at each applicable location as coordinated with the architectural drawings (rated where applicable)

4.6.14 Floor plans should indicate housekeeping pads and weight of concentrated loads

4.6.15 Duct/piping penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer, code complying firestopping will be detailed for penetrations through fire rated assemblies

4.6.16 Locate on the floor plans all controls system equipment and provide a panel and device schedule, indicator panel graphics complete with sequence of operation and control system program diagram

4.6.17 Complete Technical Specifications including acceptable manufacturers

4.7 Plumbing

4.7.1 Fixture/connection schedule

4.7.2 Abbreviation/symbol glossary

4.7.3 Floor plans indicating domestic hot and cold water, storm, waste, vent and gas piping plans, including all valves, unions, fixtures, pipe sizes, and riser diagrams etc.

4.7.4 Piping and insulation jacket dimensions are to be coordinated with architectural finishes and casework; all exposed piping is to be verified with the architect

4.7.5 Plan drawing of all water and sanitary branch piping for installation of interior equipment and fixtures

4.7.6 Typical piping riser schematics for all gravity flow piping systems

4.7.7 Areas of concentrated plumbing equipment (hot water heaters, circulating pumps, etc.) shall be enlarged from the basic floor plan to not less than 1/4" = 1'-0" detail in both plan and section views

4.7.8 Access panels, doors and provisions in both walls and ceilings are to be shown on floor plans for all valves, cleanouts and caps, etc.

4.7.9 Connections to existing and new building utilities shall be clearly shown; requirements of governing utilities shall be determined and clearly detailed and shown; connection details and elevations shall be checked and coordinated with applicable civil

4.7.10 Design details

4.7.11 Piping penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer, code complying firestopping will be detailed for penetrations through fire rated assemblies

4.7.12 Complete Technical Specifications including acceptable manufacturers

4.8 Electrical

4.8.1 Lighting fixture schedule

4.8.2 Lighting control schedule, switches, emergency lighting

4.8.3 Power riser diagram for interior lighting systems

4.8.4 Abbreviations and symbol glossary

4.8.5 Panel schedules with panel locations shown on floor

4.8.6 Fan/motor control schedule/diagram

4.8.7 Floor plan showing location of all fire alarm device/panel schedule and indicator graphics and riser diagram including activated hardware, pull stations, confirm activated hardware with hardware schedule

4.8.8 Floor plan showing location of all intercom devices, panel schedule and location, program, riser diagram

4.8.9 Floor plan showing location of all security devices, panel schedule and locations and riser diagram

4.8.10 Floor plan showing location of all intercom and TV outlets and devices

4.8.11 Power riser diagram and main distribution panel layout in large enough scale so each run can be clearly seen

4.8.12 Telephone board schedule and riser diagram coordinated as to equipment size requirements and connection provisions with the governing telephone utility and owner requirements

4.8.13 TV. terminal/splitter and riser diagram coordinated as to equipment size requirements and connection provisions to antenna and cable TV system

4.8.14 Floor plan indicating wire management wiring for power, receptacles, voice, video and data communications including circuiting, and connections to systems furniture, etc.

4.8.15 Separate plans for power, voice and data

4.8.16 Floor plan indicating power connections to all mechanical equipment

4.8.17 Reflected ceiling plan indicating above ceiling wiring and circuits for lighting/electrical switches, security, fire alarm, emergency exit lighting and intercom controls, etc.

4.8.18 Main service entrance connection diagram as verified and coordinated with the governing power utility; locations of service entrances and transformers shall be verified with the architect

4.8.19 Areas of concentrated electrical equipment, and electric vault rooms in particular, shall be enlarged from the basic floor plan to not less than $1/4" = 1'-0"$ and shall be shown in plan and elevation

4.8.20 Sheet notes shall be applicable to each sheet standard notes and details shall be modified to specific conditions, non-applicable notes or details shall be deleted

4.8.21 Access to systems shall be verified, doors, panels or other provision shall be called out in all wall and ceiling locations for junction boxes, controls or any other device requiring access

4.8.22 Raceway penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer

4.8.22.1 Code complying fire-stopping will be detailed for penetrations through fire rated assemblies

4.8.23 Complete Technical Specifications including acceptable manufacturers

4.9 Technology

4.9.1 Complete list of technology drawings using Ohio School Design Manual specifications as a guide

4.9.2 Detailed floor plans indicating the locations of all technology outlets throughout the building, including, but not limited to: data, voice, video, sound, paging, security, speakers, access control, and wireless

4.9.3 Detailed connectivity codes for each type of communication outlet to be installed

4.9.4 Detailed riser diagrams of all technology systems

4.9.5 Detailed specifications including acceptable manufacturers

4.9.6 Detailed engineering of any outside plant and inter-building work to be performed

4.9.7 Detailed schematics of all technology showing the integration of all technology systems

4.9.7.1 Schematics should include: component type, connecting cable type, transmission speed, circuit type, inter-/intra building connections, uplink connections, etc.

4.9.8 Schematics shall show physical/logical connection between all integrated technology systems

4.9.9 Detailed floor plans indicating the locations of all technology devices throughout the building, including, but not limited: rack/cabinet layouts, wall-fields, layer-2 and layer-3 network switches, routers, transceivers, PBX, servers, security system, media retrieval equipment, ATM switches, monitors, DVD players, patch panels, cross-connects, etc.

4.9.10 System Training Requirements

4.9.11 Areas of concentrated technology equipment and telecommunication rooms, in particular, shall be enlarged from basic floor plan to not less than $1/4" = 1'-0"$

4.9.12 Sheet notes shall be applicable to each sheet standard notes and details shall be modified to specific conditions, non-applicable notes or details shall be deleted

4.9.13 Provide scalable rack and wallfield details that indicate equipment locations and wire management

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