



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

REGULAR MEETING AGENDA

July 06, 2021, 6:00 PM

Sehmel Homestead Park, Volunteer Vern Pavilion (10123 78th Ave NW, Gig Harbor, WA, 98332)

Call to Order

Commissioner Roll Call:

	Present	Excused	Comment
Amanda Babich, President			
Kurt Grimmer, Clerk			
Maryellen (Missy) Hill			
Steve Nixon			
Laurel Kingsbury			

ITEM 1 Approval of Agenda

ITEM 2 Citizen Comments

Citizens are afforded an opportunity at each regular and special meeting of the Board to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the citizen comment period at each meeting. Comments will be included as part of the official record of the meeting. Due to the current circumstances surrounding the COVID-19 Pandemic, citizens have the option to provide comment via email at admin@penmetparks.org up until 5:00 pm on July 5, 2021. Those comments will be read and recorded in the meeting.

ITEM 3 Presentations

- 3a. Executive Director's Report
- 3b. Maintenance Department Update

ITEM 4 Consent Agenda

- 4a. [Approval of Minutes](#)
[06/15/21 Regular Meeting, 06/18/21 Special Meeting, 06/19/20 Special Meeting](#)
- 4b. Approval of Vouchers
 - \$1,875.00 Reference Number: 210606001
 - \$500.00 Reference Number: 210701001
 - \$57,782.73 Reference Number: 210602001-210602018
 - \$82,019.62 Reference Number: 210605001-210605040 (Less Vouchers 210605009 & 210605023)



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ITEM 5 Unfinished Business: None

ITEM 6 New Business

6a. [R2021-014: Resolution Authorizing CRC Phase II Design Contract](#)

6b. [R2021-015: Resolution Authorizing the Transfer of Funds from the Sehmel Homestead Park Lighting Project to the Park Improvement Fund and Amend the 2021 Capital Budget](#)

ITEM 7 Project Update

7a. **CRC Marketing Committee**

ITEM 8 Comments by Board

ITEM 9 Next Board Meetings

Tuesday, July 20, 2021 (Study and Regular) Study Session at 5:00 and Regular Meeting at 6:00 pm at SHP Volunteer Vern Pavilion.

ITEM 10 Adjournment

AGENDA POLICY

No comments or discussion will be allowed on consent items.

Citizen Comments: Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.

Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Monday preceding the Tuesday meeting date.

Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.

***Special Note: Due to current circumstances, citizens may choose to provide comment via email at ssnuffin@penmetparks.org up until 5:00 pm the Monday prior to PenMet Parks Regular Meetings. Comments will be read and recorded in the meeting.**



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REGULAR MEETING MINUTES

June 15, 2021, **6:00 PM**

Sehmel Homestead Park, Volunteer Vern Pavilion (10123 78th Ave NW, Gig Harbor, WA, 98332)

Call to Order: The meeting was called to order by President Babich at 6:03 pm

Commissioners Present:

Amanda Babich, President
 Kurt Grimmer, Clerk
 Maryellen (Missy) Hill
 Steve Nixon
 Laurel Kingsbury

Outside Staff:

Curt Gimmestad

Staff:

Ally Bujacich
 Chuck Cuzzetto
 Eric Guenther
 Stacie Snuffin
 Matthew Kerns
 Louise Tieman

Entered into Executive Session at 6:37 pm

Entered back into Regular Session at 7:12 pm

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Kingsbury. The agenda was approved with a 5-0 vote.

ITEM 2 Citizen Comments: None

ITEM 3 Presentations

3a. Executive Director's Report

Executive Director Ally Bujacich gave updates on upcoming events.

Bujacich presented court usage data requested by the Board in the June 1, 2021 board meeting due to public comments made by local pickleball players. Discussion ensued.

Bujacich gave an update on the Pierce County Conservation Futures Grant the PenMet applied for. The Board and staff had a discussion.

3b. Peninsula School District Update

Superintendent Art Jarvis called in to thank PenMet for supporting the Peninsula School District over the last three years. Commissioners thanked Jarvis and wished him well in his next endeavor.

3c. Monthly Finance Report

Interim HR & Finance Manager Louise Tieman gave the May financial report.

3d. President's Report



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President Babich reported on the board retreat on June 19, 2021, and a PenMet property walking tour on June 18, 2021.

ITEM 4 Consent Agenda

Commissioner Grimmer made a motion to approve the consent agenda, seconded by Commissioner Nixon. The consent agenda was approved with a 5-0 vote

4a. Approval of Minutes

06/1/21 Study Session and Regular Meeting, 03/4/21 Special Meeting, 11/20/20 Special Meeting, 10/27/20 Special Meeting, 10/13/20 and 9/22 Public Meetings, 11/10, 10/13/20, 9/22/20, 9/02/20 Steering Committee Meetings.

4b. Approval of Vouchers

\$95,811.14 Reference Number: 210403001-210403025

\$75,054.37 Reference Number: 210501001-210501011

\$139,604.78 Reference Number: 210502001-210502017

\$34,904.50 Reference Number: 210601001- 210601012

\$97,042.50 Reference Number: 210603001

ITEM 5 Unfinished Business: None

ITEM 6 New Business: None

ITEM 7 Project Manager Update

7a. Community Recreation Center Update

Project Manager Curt Gimmestad gave an update on the CRC Phase 2 design contract. Gimmestad discussed bringing the updated contract for approval at the next board meeting on July 6, 2021.

7b. CRC Operations Committee

Executive Director Ally Bujacich reported that the CRC Operations Committee met on June 10, 2021, and had discussed the phase 2 design contract.

7c. CRC Marketing Committee

Bujacich reported that the CRC Marketing Committee had met on June 9, 2021, and that the committee was working on putting together an advisory committee for the CRC Capital Campaign.

7d. CRC Finance Committee

Bujacich reported that the CRC Finance Committee had not met since the last meeting.

7e. Hale Pass Update



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Project Manager Curt Gimmestad reported that he had met with the architectural firm, where they reviewed the scope of work, are working on cleaning up the bid documents, and will come back with final design concepts.

ITEM 8 Comments by Board

Commissioner Hill requested that she would like to use some of her legislative funds to purchase Recreation Technician (Special Populations), Denise Tremblay, a new laptop. Hill shared that Tremblay may have additional needs for the program providing other commissioners the opportunity to support the program as well.

ITEM 9 Next Board Meetings

Saturday, June 19, 2021, Board Retreat at 8:00 am at the SHP Pavilion. Tuesday, July 6, 2021 (Study and Regular) Study Session at 5:00 and Regular Meeting at 6:00 pm at SHP Pavilion.

ITEM 10 Executive Session to discuss with legal counsel matters relating to litigation or potential litigation per RCW 42.30.110(1)(i).

ITEM 11 Adjournment: President Babich adjourned the meeting at 7:13 pm

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted By: Stacie Snuffin



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SPECIAL MEETING MINUTES

3:00 pm

Friday, June 18, 2021

PenMet Parks

Property Tours

Location: Various PenMet Properties/Starting at Rosedale Park

COMMISSIONERS

AMANDA BABICH

KURT GRIMMER

STEVE NIXON

LAUREL KINGSBURY

MARYELLEN (MISSY) HILL

Meeting started at 3:00 pm

ITEM 1 Touring Various PenMet Properties

Executive Director and Commissioners toured various PenMet Park Properties.

Meeting ended at 6:00 pm

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted By: Stace Snuffin



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SPECIAL MEETING - 2021 BOARD RETREAT MINUTES

June 19, 2021, 8:00 AM

Sehmel Homestead Park, Volunteer Vern Pavilion (10123 78th Ave NW, Gig Harbor, WA, 98332)

ITEM 1 Meeting started at 8:00 am

Commissioners Present:
Amanda Babich, President
Kurt Grimmer, Clerk
Maryellen (Missy) Hill
Steve Nixon
Laurel Kingsbury

Staff:
Ally Bujacich

ITEM 2 Board Discussion

2a. 2022 Goals and Objectives

Executive Director Ally Bujacich and the Board discussed 2022 goals and objectives.

2b. 2022 CIP

Bujacich and the Board discussed the 2022 CIP.

2c. Policy Review Schedule

Bujacich and the Board discussed the policy review schedule.

2d. Board Committee Review

Bujacich and the Board discussed the board committee structure..

2e. Annual Board Calendar

Bujacich and the Board discussed the annual board calendar.

ITEM 3 Adjournment: The meeting ended at 3:47 pm

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted By: Stace Snuffin



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DISTRICT COMMISSION MEMO

To: District Commission

Through: Ally Bujacich, Executive Director

From: Curt Gimmetstad, Project Manager

Date: July 6, 2021

Subject: **Resolution R2021-014: Approve Phase II Design Agreement for CRC**

Background/Analysis

The Phase I design contract work for the planned Community Recreation Center (CRC) project began in July 2020 and concluded in May 2021. The Phase II scope of design work includes the balance of design, procurement, construction administration, and project closeout.

The Project Manager has negotiated a price with Barker Rinker Seacat Architecture to provide Phase II professional design services. The scope of work reflects a complete and well-rounded approach to completing the design, procurement, construction, and closeout phases, and supports the desired project outcomes. The price and scope for Phase II design services align with Washington State's guidelines for determining architect/engineer fees for public works building projects.

PenMet Parks and BRS have mutually agreed on the terms contained in the attached AIA B103 – Standard Form of Agreement between Owner and Architect. This contract form has been reviewed by the District's legal counsel.

Recommendation

Staff requests that the Board approve Resolution R2021-014, authorizing the Executive Director to sign the agreement with BRS for Phase II design services for the Community Recreation Center project.

Policy Implications/Support

1. The District has adopted goals including:
 - Developing and Maintaining High Quality Facilities: To build and maintain high quality facilities consistent with community planning.
 - District Funds: To maximize the use of tax revenues by using other resources such as grants, user fees, volunteers, and appropriate professional resources.

Motion

I move to approve Resolution 2021-014, authorizing the Executive Director to sign the agreement, in substantially the form attached, with BRS for Phase II design services for the Community Recreation Center project.

If you have any questions or comments please contact me at the earliest opportunity at (253) 446-3424 or via e-mail at curt.gimmestad@absherco.com.



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-014

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT WITH BRS FOR PHASE II DESIGN SERVICES FOR THE COMMUNITY RECREATION CENTER

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including the power to contract for the design of improvements for park and recreation use; and

WHEREAS, PenMet Parks wishes to continue the design process for the Community Recreation Center; and

WHEREAS, PenMet Parks conducted an A/E procurement process and negotiated a price with Barker Rinker Seacat Architecture in accordance with chapter 39.80 RCW; and

WHEREAS, the District's attorney has reviewed the agreement; NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the Agreement with Barker Rinker Seacat Architecture, P.C. to provide architectural and design services to PenMet Parks for the Community Recreation Center for a total compensation that will not exceed ONE MILLION EIGHT HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED EIGHT-SIX DOLLARS AND ZERO CENTS (\$1,889,786.00) in substantially the form attached as Exhibit "A".

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on July 6, 2021.

President

Clerk

Attest


AIA[®] Document B103[™] – 2017
Standard Form of Agreement Between Owner and Architect for a Complex Project

AGREEMENT made as of the 7th day of July in the year Two Thousand Twenty One
(In words, indicate day, month and year.)

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

Peninsula Metropolitan Park District
5717 Wollochet Drive NW
Gig Harbor, WA 98335

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

Barker Rinker Seacat Architecture, P.C., Subchapter S Corporation
3457 Ringsby Court, Unit 200
Denver, Colorado 80216

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

PenMet Parks Community Recreation Center Project
2416 14th Avenue NW
Gig Harbor, WA 98335

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.

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User Notes:

(1949848116)

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.")

The Architect's services for this Project are based on advancing the initial programming and design considerations developed during the programming phase conducted during the Fall of 2020 and partial Schematic Design phase conducted during the Spring of 2021.

The Architect will use this information along with cost information from the Project's GC/CM and Owner's Designated Representative to re-establish an appropriate alignment of the Project's program, construction budget, and design direction to advance forward with a scope of work that is appropriate to fit within the Owner's construction budget of \$22 million dollars. This effort will be conducted during the beginning of the Design Development phase.

Once the scope of work is aligned the Architect will advance the Project to a Design Development level as set forth in this Agreement and subsequent attachments. The Architect will then provide services to complete the design process, assist the overall team through permitting, construction administration, and closeout.

§ 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.)

The Owner's program was established through a programming effort conducted during the Fall of 2020 and is formally documented in a report dated December 15, 2020. The program outlined in this report is the foundation of this Agreement and will be refined with updated cost information as stated in Article 1.1 of this Agreement.

§ 1.1.2 The Project’s physical characteristics:

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

The Project is located at 2416 14th Avenue NW, Gig Harbor, WA 98335. The existing property is a former driving range with a support building, hitting bays, turf range, parking, and a putt-putt golf course. The use or removal of the existing elements at the site will be resolved during the design process. The primary proposed improvement includes a new structure that will house a community recreation center that includes multi-use sports courts, an indoor turf field, fitness areas, gathering spaces, and necessary support spaces. It is anticipated that the new structure will be constructed using pre-engineered metal building systems. Site improvements are to be primarily support elements to the new indoor community recreation center structure as well as an extension of the Cushman Trail.

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

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

The Owner’s budget for the Cost of the Work is \$22,000,000.

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

- .1 Design phase milestone dates, if any:

Design Development Documents Submittal: TBD
Permit Set / Construction Documents Submittal: TBD

- .2 Construction commencement date:

Anticipated GMP Amendment: TBD
Anticipated Commencement of Construction on Site: TBD

- .3 Substantial Completion date or dates:

Anticipated Substantial Completion: TBD

- .4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract.)

The Owner intends to procure construction services through the GC/CM process in RCW 39.10. If the Owner and the selected GC/CM contractor cannot agree to terms on a GMP amendment, or if the Owner does not select a GC/CM contractor, the Owner may elect to use traditional competitive bidding at no change to the Architect’s Fee. The term "Contractor" in this Agreement refers to the contractor engaged by the Owner, whether engaged by competitive bidding or the GC/CM contractor selected through RCW 39.10. Prevailing wages are required pursuant to RCW 39.12.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The Owner may elect to schedule the Work with multiple phases to account for an occupied site. Multiple subcontract bid packages shall be prepared pursuant to RCW 39.10.

Init.

The basis of this Agreement and proposal assumes the delivery of the project design will be with a single cohesive drawing package and project manual with specifications. If multiple bid packages are used the Architect and the Design Team will discuss with the Owner additional services that may be required.

§ 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.)

Not applicable.

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

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

Curt Gimmestad
Absher
1001 Shaw Rd E.
Puyallup, WA 98372
Tel. 253-845-9544
E-mail: curt.gimmestad@absherco.com

All communications shall be directed to the Owner’s Designated Representative.

§ 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:~~ include but are not limited to the following:
(List name, address, and other contact information.)

Pierce County Planning and Public Works, Pierce County Department of Health, the State Department of Energy, the State Department of Ecology, jurisdictional utility providers, and others as required to review the Architect’s submittals.

The Owner’s Representative will also receive and approve certain submittals from the Architect including without limitation the schematic design (Not Applicable), design development, and construction documents, and the Owner’s Board of Directors will further grant approval for the Owner to proceed with the bid and award the Contract for Construction. The Contractor, if selected through RCW 39.10, will participate in these processes.

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

.1 Cost Consultant:

TBD

.2 Scheduling Consultant:

Not Applicable

.3 Geotechnical Engineer:

Geo Resources

.4 Civil Engineer:

Init.

By Architect

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

<u>Value Engineering:</u>	<u>TBD</u>
<u>Constructability Review:</u>	<u>TBD</u>
<u>Commissioning Consultant:</u>	<u>TBD</u>
<u>Special Testing Agency:</u>	<u>TBD</u>
<u>Site Survey:</u>	<u>TBD</u>
<u>Permitting Consultant:</u>	<u>Halsan EF & P</u>
<u>GC/CM Advisor:</u>	<u>Absher Construction Company</u>

All information provided by the Owner’s consultants shall be reviewed and coordinated by the Architect and its consultants, and incorporated at no added cost into the Project design as a part of the Architect’s Basic Services. The Architect and its consultants are not responsible for the accuracy of Owner-supplied consultant information.

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

Keith Hayes
Principal
Barker Rinker Seacat Architecture, P.C., Subchapter S Corporation
3457 Ringsby Court, Unit 200
Denver, Colorado 80216

Further, the Architect shall employ an on-staff Project Manager from the Design Development Phase through Construction Phase. The Architect identifies Connie Osborn as its on-staff project manager, who shall be authorized to act on the Architect’s behalf with respect to the Project, pursuant to Section 2.3. The Architect will also provide a management plan for each Phase of the Project, including an organization chart that shows the employees of the Architect and consultants of every tier assigned to the Project. The project management plan shall be submitted to the Owner for review and approval.

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2; engage consultants qualified by training and experience in their respective fields to address the requirements of the Project. All consultants of the Architect shall be acceptable to Owner. Upon request by the Owner, the Architect shall furnish the Owner with a copy of the Architect’s contracts with its consultants. These contracts shall be consistent with the terms of this Agreement. The Architect shall retain at the Architect’s expense the consultants identified in Sections 1.1.12.1 and 1.1.12.2, and the Architect represents that they constitute all consultants reasonably necessary for the design of the Project. Any individuals identified below with each consultant shall remain actively involved in the Project; to the extent that any such individual is no longer actively involved with the Project, then the Owner has the right to require that the Architect replace the consultant at no additional cost to the Owner:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained by the Architect under Basic Services:

- .1 Structural Engineer:

PCS Structural Engineers

- .2 Mechanical Engineer:

BCE Engineers

- .2 — Mechanical .3 Electrical Engineer:

BCE Engineers

.4 Other Consultants:

~~.3 Electrical Engineer: Civil Engineer: Contour Engineering~~
Landscape Consultant: RW Droll

Food Service Consultant: Clevenger & Associates

Wastewater Consultant: Harborstone

Specifications Consultant: iBIM

FF&E (If added into the project): By Architect

§ 1.1.12.2 Consultants retained by the Architect under Supplemental Services;

None

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

.1 Any services previously provided by the Architect to the Owner for the Project (prior to the execution of this Agreement) shall be governed by this Agreement and shall be Basic Services.

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

.3 The Owner, the Architect, the Contractor, and their consultants will also participate in formal value engineering and constructability-review at appropriate stages of the design. During these processes as required by the Owner, the Architect will meet with and brief the Owner, Contractor, and/or other consultants and answer their questions to determine the advisability of changes in developing Drawings and Specifications. Changes will be proposed to the Drawings and Specifications as a result of these formal processes. The Architect and its consultants, as a part of Basic Services, shall participate in these and other processes and will support, brief, and meet with the Owner, Contractor, and value engineers and constructability experts, answering their questions and working to determine the advisability of changes in the Architect's design documents as recommended. To the extent that any design changes are requested by the Owner or Contractor after such consultation, the Architect shall make such changes as the Owner directs. No Additional Services, and no other services entitling the Architect to additional compensation, shall be performed without prior written authorization of the Owner.

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

.5 As part of its Basic Services, the Architect is to design to 100% of the budget, including the estimated total Cost of the Work (including GC/CM contractor Fee, Specified General Conditions, Negotiated Support Services, and all Subcontractor bid packages and other Costs of the Work).

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Architect shall provide prompt notice to the Owner and, if agreed by the Owner, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall compensation to the extent provided under

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User Notes:

this Agreement. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate market conditions or material changes in the Initial Information.

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

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

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

§ 1.3.3 If requested by Owner, Architect shall provide its Revit model (meeting at least the AIA Level of Development 300) or other 3D-model to Owner or its Contractor, Subcontractors or consultants or other third-parties. The Contractor and its Subcontractors or other third-parties, but not the Owner, may be required to sign the Architect's standard Electronic Document Release, or agree to a written BIM Execution Plan, to receive such electronic documents. The Architect shall not be liable to the Owner or its Contractor, Subcontractors or consultants or other third-parties for such entities' use of the Architect's Revit or other 3D-model. Any modifications by Architect that are requested in writing by the Owner to the Revit or 3D models provided to Owner or its Contractor, Subcontractors or consultants or other third-parties, or any technical assistance with such models requested in writing by the Owner, shall be provided as an Additional Service or subject to a written amendment to this Agreement that describes the scope and limitations of such service. Services related to any modifications to the Revit or 3D models or any technical assistance with such models requested by the Contractor, Subcontractors or consultants or other third-parties must be paid directly by the requesting entity.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care 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. The Architect shall cooperate with the Owner, the Contractor, and others for the benefit of the Project and shall endeavor to maintain good working relationships among all members of the Project team. The Architect's design shall fit the Owner's program within the physical environment of the Project site.

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

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

§ 2.5 The Architect shall shall, at its sole cost and expense, secure and maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the

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Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. All insurance placed in order to comply with this Agreement shall be with an insurance company with a Best Rating of A IX or better. The Owner must approve in writing any deviation from this requirement.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage as follows: Commercial General Liability insurance, including (a) bodily injury (including death) and (b) property damage, in the amount of no less than \$2,000,000 per occurrence and \$2,000,000 aggregate (deductible up to \$100,000 permitted).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate as follows: The Architect shall maintain for six years after Substantial Completion of the final phase of the Project subject to RCW 4.16.310 professional errors and omissions insurance in an amount no less than \$2,000,000 per claim and \$2,000,000 annual aggregate (deductible of up to \$150,000 permitted) for damages that may result in any way from negligent performance of the Architect's obligations under this Agreement. The Architect shall promptly notify the Owner of any material changes to, interruption of, or termination of this insurance, and the Architect shall immediately procure replacement insurance. At its option, the Architect either shall obtain "project" insurance in the above amount covering the professional errors and omissions of its subcontractors and consultants of any tier, or shall contractually require its consultants to maintain professional errors and omissions insurance in an amount of at least \$1,000,000 and shall require its structural, civil, electrical and mechanical consultants to maintain insurance of at least \$2,000,000. If professional errors and omissions insurance is not reasonably available for a class of consultants, or available in the future for the Architect, the Architect must so notify the Owner immediately.

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

§ 2.5.8 The All such insurance shall be placed with such insurers and under such forms and limits of policies as are reasonably acceptable to the Owner. Within ten days of execution of this Agreement and annually thereafter, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificates will show the Owner, its successors and assigns and the respective directors, and employees of each of the foregoing, as additional insureds on the Commercial General Liability, Automobile Liability, umbrella and excess policies. Such certificates of insurance shall have additional endorsements attached (including renewal or replacement certificates) acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The certificates shall further certify that the policies shall not be cancelled or materially changed by either party

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without giving thirty days' prior notice to the Owner of such cancellation or change, except that ten days' prior notice is necessary for premium non-payment. The foregoing requirements as to insurance and acceptability to the Owner of insurers and insurance to be maintained by the Architect shall not in any manner limit or qualify the liabilities or obligations assumed by the Architect under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and ~~include usual and customary structural, mechanical, and electrical engineering services otherwise in this Agreement, including those provided by the consultants identified in Section 1.1.12.1, and include structural, civil, landscape, mechanical, electrical, and the other consultant services indicated herein to produce a reasonably complete and reasonably accurate set of Construction Documents (except to the extent specifically provided herein by the Owner or as specifically provided as an Additional Service).~~ Services not set forth in this Article 3 or otherwise in this Agreement are Supplemental or Additional Services. The Architect shall provide to the Owner the submittals required by this Agreement and the Contract Documents. The Architect's submittals shall include both hard copy documents and electronic .PDF files and shall be provided in the quantities identified by the Owner. .PDF files shall include bookmarks for each design discipline and sheet. Sections 3.5.2.7 and 3.6.6.3.1 identify additional submittal requirements.

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

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

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

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

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

§ 3.1.6 The Architect shall review and comply with currently existing laws, codes, and regulations applicable to the Architect's services. The Architect shall at appropriate times and with sufficient time to avoid delay contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Architect shall contractually require that the services of all the Architect's consultants comply with currently existing laws, codes, regulations and governmental authorities. The Architect shall promptly notify the Owner of the nature and impact of any conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, and the Owner will cooperate with the Architect in an effort to resolve the conflict.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project work in close collaboration with the Contractor and the Owner's Permitting Consultant in obtaining required approvals of all relevant governmental authorities having jurisdiction over the Project and utility providers, unless otherwise noted herein, and shall do so in a timely manner to not delay the orderly progress of the Project. The Owner and their Permitting Consultant shall assist the Architect in connection with these matters. Any services required to obtain any building code variances are included as a part of Basic Services. The Architect shall assist the project team in applying for building code reviews of the Contract Documents, shall provide separate packages of documents for local, state and other applicable permit and document review applications as necessary, shall coordinate and attend meetings with governmental bodies and utility providers, and along with the Contractor and the Owner's Permitting Consultant shall make application for and coordinate all necessary right-of-way, building permits, and utility applications, and will apply for any available utility rebates. As part of Basic Services, the Architect shall make all revisions to the construction documents required by state, local and other applicable reviews as required to comply with applicable codes, laws and interpretations thereof in effect as of the date of commencement of the Construction Documents Phase and any pending revisions to such codes, laws and interpretations which are or should reasonably be known to the Architect. The Owner shall have primary responsibility for the timely filing of documents required by the Capital Projects Advisory Review Board, and the Architect shall assist the Owner in connection with such filing.

§ 3.1.8 The Basic Services will result in a Project design consistent with the Owner's purpose and which serves its program and requirements for use. At the time of performance, the Architect shall be properly licensed, equipped, organized and financed to perform the services. The individual(s) listed in Section 1.1.11, a principal member of the Architect's firm, shall act as the principal in charge and shall be actively involved in all phases of the Project, shall be the prime contact with the Owner, and shall not be changed without the Owner's written consent; changing the Architect's representative without the Owner's written consent shall constitute cause for termination under this Agreement. Each person who performs the services shall be experienced and qualified to perform the services he or she performs, and the Owner shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the Owner, the Architect shall remove from the services, without cost to the Owner or delay to the Project, any person whose removal the Owner reasonably requests.

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

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

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

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

§ 3.1.13 The Architect recognizes that, because the Owner intends to procure construction services through the GC/CM procurement method of RCW 39.10, there will be additional input into the design that would not occur through a traditional bidding process. The Owner and Architect agree that all aspects of any additional time spent on design or procurement, including but not limited to GC/CM contractor coordination, incorporation of comments, updating of drawings and specifications, and subcontractor bidding, has been incorporated into the Architect's Fee for Basic Services and shall not be the basis for any request for additional compensation from the Architect. Basic Services assumes one set of bid document drawings and specifications from the Architect, from which the GC/CM contractor will develop bid packages.

§ 3.1.14 The Architect will coordinate its preconstruction services with the Owner's selected Contractor and will perform the Preconstruction Phase services required of the Architect as set forth in the Contract for Construction, AIA Document A133™-2009. The Owner will be responsible for coordinating the activities of the Project team during the Preconstruction Phase. During preconstruction and the Construction Phase, the Architect shall work with the selected Contractor to make recommendations for alternate or substitute technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. This does not make the Architect responsible for means and methods.

- .1 The Architect shall schedule and conduct meetings with the Contractor and Owner as needed during the Schematic Design, Design Development and Construction Document Phases to discuss such matters as procedures, progress, coordination, sequencing, phasing, and scheduling of the Work. The Architect shall work with the Contractor to advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Architect and Contractor will also actively and collaboratively provide recommendations consistent with the Project requirements to the Owner on constructability and value engineering; availability of materials and labor; time requirements for procurement, installation and construction; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; traffic planning; factors related to construction quality, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, value engineering, and possible cost reductions.
- .2 The Architect shall review with the Contractor and Owner the partial Schematic Design Documents, Design Development Documents, Construction Documents, Specifications, and other Contract Documents as they are developed and completed. These documents include those that may be developed at different rates for different components of the Project. Design review activities are to be a cooperative and collaborative effort.
- .3 The Architect shall work with the Contractor and Owner on the Contractor's constructability plan with a goal of reducing cost, saving time, improving quality, reducing risk and improving the overall process of Project delivery. Key objectives of the constructability plan are to create and maintain a well-planned, safe, effective, cooperative and mutually beneficial work environment for all

participants. A primary objective of these efforts will be to assist the Owner to endeavor that the final GMP does not exceed the Owner's budget and the Project is completed on time.

- 4 The Architect will participate in value engineering at the beginning of the Design Development Phase. This participation shall consist of preparing a package of value engineering documents, presenting the project design to the value engineering team, providing information and answering questions during the value engineering workshop, and participating in a meeting with the Owner, Contractor, and value engineer to review value engineering proposals. The Architect will brief the Owner, Contractor, and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value engineering will include selecting building systems, with final selection of systems to occur during the Design Development Phase.

§ 3.1.15 The Architect will collaborate with the Contractor and Owner on cost estimates throughout preconstruction. The Architect shall coordinate with the Contractor and the Owner so that the Architect's and Contractor's cost estimates at each design phase are in the same format and that such format is acceptable to the Owner. The Contractor will prepare detailed cost estimates following completion of the Design Development Phase, when Construction Documents are 90% complete (the "GMP estimate"), and following completion of the Construction Documents Phase. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall request that the Contractor prepare and update, at appropriate intervals, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Contractor agree on a Guaranteed Maximum Price for the Work.

§ 3.1.16 When the Drawings and Specifications are at least 90% complete, the Architect will submit the "GMP set" of Construction Documents to the Contractor, and request that the Contractor, within thirty days of receipt, prepare a Guaranteed Maximum Price proposal for the Owner and Architect's review and the Owner's negotiation or acceptance. The Architect shall meet with the Owner and Contractor to review, discuss and negotiate the Guaranteed Maximum Price proposal. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Contractor, who shall make appropriate adjustments. The Owner shall authorize the Architect to provide revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Amendment.

§ 3.1.17 The Architect shall review and provide recommendations to the Owner and Contractor on the Contractor's subcontracting plan prior to completion of the 90% Construction Documents.

§ 3.2 Programming and Schematic Design Phase Services (Completed Under a Previous Separate Agreement; Not Applicable as Part of this Agreement)

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's ~~approval~~ approval and Contractor's review (if the Contractor has been selected). The

Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary and conceptual building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings ~~or~~ and/or described in writing.

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

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

§ 3.2.5.3 During this phase, the Architect will meet or otherwise communicate with the Owner, its maintenance staff, the Contractor (if the Contractor has been selected), applicable building and planning officials, the Fire Marshal, health officials, gas, power, water and sewer providers, and potential staff groups, and the consultants of any of them, as required to facilitate the completion of the design. The Architect will participate in a Pierce County Pre-Development Conference, if required. The Architect shall coordinate with any Value Analysis process pursuant to this Agreement.

§ 3.2.5.4 The Schematic Design Documents shall include:

- .1 Outline specifications; floor plans and elevations (including floor-to-floor dimensions) and conceptual civil site plans which shall be sufficient to indicate site topography, plan arrangements (including all rooms and areas, entrances, exits, elevators, corridors, toilet rooms, and major mechanical and electrical areas) and the general scope and character of the Project.
- .2 Schematic plans and studies and design analyses including all design disciplines, including:
 - .1 Architectural:
 - (1) Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships;
 - (2) Preliminary exterior wall cross section and elevation indicating location and size of fenestration;
 - (3) Identification of roof system;
 - (4) Identification of proposed exterior finishes (includes all exterior surfaces, doors and windows);
 - (5) Site plan with building located and overall grading plan with a minimum of 1’ – 0” contour lines. All major site development such as access road paving, walls and outside support buildings, and paved parking lots should be shown; and
 - (6) Gross and net area calculations separate to show conformance with the program.
 - .2 Structural: Identification and description of foundations and structural system (such as precast, structural steel with composite deck, structural steel with bar joists).
 - .3 Mechanical:
 - (1) A written description of proposed HVAC system.
 - .4 Electrical:
 - (1) Lighting concepts described noting types of fixtures to be used; and
 - (2) Major electrical equipment roughly described.
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- .4 A code analysis that includes fire, life, safety, handicap accessibility issues, presented in scaled drawing and written format.
- .5 A summary of total net and gross areas of the building.

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- .6 An analysis of surface water, parking, set-backs, street improvements and access, impacts of wetland setbacks and below-grade water per the geo-technical report, square footage of impervious surface, and other zoning and land-use issues.
- .7 An identification of utility locations based upon the Site survey and other known information.
- .8 A set of colored drawings, indicating prospective building site location, for the purpose of communicating the intended location of the building.
- .9 Updated schedule for the Project through Final Completion.

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

§ 3.2.7 Upon receipt of the Cost Consultant's estimate 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 Contractor's and Owners Cost Consultant's estimate of previous Schematic Design Phase estimates, the Architect shall review with the Owner, Contractor, and Owner's Cost Consultant the reconciled budget in terms of alignment with the project program from the December 15, 2020 report and the partial design completed to date. The outcome of this effort will be to re-establish an appropriate alignment of the project's program, construction budget, and design direction for the project to be advanced in this Design Development Phase.~~

§ 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 authorization of this Agreement~~ the Architect shall prepare Design Development Documents for the Contractor's review and the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved ~~Schematic Design Documents~~ alignment of the project program, construction budget, and design based on Article 3.2.7 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. ~~The Architect shall incorporate the cost consultant's and commissioning consultant's requirements into the Design Development Documents as Basic Services. The Design Development Documents Submittal shall include:~~

- .1 A general description of changes from the approved Schematic Design.
- .2 A proposed time schedule for the Project through Final Completion.
- .3 Confirmation of the net and gross areas of the building.
- .4 Outline specifications, including descriptions of all items listed below as requirements for the Drawings that are not graphically depicted on them:
 - (1) Architectural –general description of the construction;
 - (2) Mechanical – description of the heating and ventilation systems and controls, duct and piping systems; and
 - (3) Electrical – description of electrical services, including voltage, type and number of feeders, lighting system and levels, security systems, paging intercom, telephone, cable TV, data cabling design, and data networks.
- .5 Architectural Drawings:
 - (1) floor plans, including space assignment, sizes, location of installed or fixed and moveable equipment that affects the design of the spaces, and final room locations including all openings;

- (2) elevations, including exterior design elements and features, such as windows, materials, and mechanical and electrical features on walls and roofs, and interior elevations establishing the Owner's functional requirements, equipment and systems locations;
 - (3) building and wall sections showing dimensional relationships, materials and component relationships, including floor-to-floor dimensions, openings and major features;
 - (4) Identification of all fixed and any loose furniture, fixtures, and equipment that is to be installed by Owner and as a part of the contract for construction;
 - (5) Site plan including grading and drainage plans, the grading plan is to show contours at 1' intervals; and
 - (6) Legend showing all symbols used on drawings.
- .6 Structural Drawings:**
- (1) plans and sections to show the extent and type of framing and all structural members located and sized;
 - (2) details and notes to show the structure's conformance to the provisions of applicable codes;
 - (3) Preliminary footing, beam, column and connection schedules; and
 - (4) Legend showing all symbols used on drawings.
- .7 Mechanical Drawings:**
- (1) plans showing single-line layouts with approximate location and sizing of major duct and piping systems and mechanical equipment on architectural plan backgrounds, and space assignment, sizes, capacity, and outline of central heating, cooling, and ventilation requirements;
 - (2) section through critical areas showing coordination of architectural, structural, mechanical and electrical elements; and
 - (3) Legend showing all symbols used on drawings.
- .8 Electrical Drawings:**
- (1) plans drawn to scale showing space assignments, sizes, and outline of fixed equipment;
 - (2) typical lighting layout coordinated with the established ceiling system;
 - (3) layout for power, fire alarm and security systems, paging intercom, telephone, cable TV and data networks;
 - (4) Preliminary site lighting design;
 - (5) Lighting, power, telecommunications and office automation devices and receptacles shown in plan; and
 - (6) Legend showing all symbols used on drawings.
- .9 Landscape Drawings**
- (1) plans showing property lines; topography; building locations; site features; location and type of topsoil, lawns, playfield areas, and irrigation zones; location, type, quantity and approximate size of landscape plants;
 - (2) common irrigation and landscape details; and
 - (3) notes to show conformance to landscape ordinance requirements.
- .10 Food Service Drawings**
- (1) plans showing location, size and type of food service equipment, as applicable; and
 - (2) notes and details to describe food service equipment features.
- .11 Coordinated Floor Plan Drawings and enlarged plans as necessary to document coordination between design disciplines.**
- .12 An update to the analysis of surface water, parking, set-backs, street improvements and access, and other zoning and land-use issues.**
- .13 Appropriate drawing and specification information to define system performance and information for pricing and constructability review by the Contractor.**

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.15 Presentation materials that include the approved design development site plans, floor plans, elevations, and computer-generated imagery showing two perspective views of the building exterior and two perspective views of the building interior.

.16 An update to the code analysis that includes fire, life, safety, and handicap accessibility issues, including ADA compliance.

.17 The Design Development Documents shall include a site plan and an update to any required analysis of surface water, parking, set-backs, street improvements and access, and other zoning and land-use issues.

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

§ 3.3.1.2 The Architect will meet or otherwise communicate with the Owner's maintenance staff, the Contractor, end users, applicable building and planning officials, electricity, natural gas, water and sewer providers, planning committees, the Fire Marshal, health officials, and its consultants, as required.

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

§ 3.3.3 Upon receipt of the Cost Consultant's and Contractor'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 shall request the Owner's approval of the Design Development Documents. Before the Architect proceeds with the Construction Documents phase, the Architect shall make a formal presentation of its design to the Owner, and the Owner must approve in writing completion of the Design Development Phase. The Owner's participation and approval shall be deemed only an approval of the proposed concepts and not the specific means, techniques or non-finish materials recommended.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's and Contractor's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the coordinated requirements for construction of the Project, the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall incorporate the commissioning consultant's requirements into the Contract Documents at no change in Fee. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3-6.4.3.6.4 and this Agreement.

.1 The Architect shall develop and comply with a schedule for the Construction Documents phase that includes the relevant milestones and detail required by the Owner and Contractor. The Architect shall provide the Owner and Contractor with working copies of the Construction Documents at any stage of completion as reasonably required by the Owner or Contractor. The parties will work collaboratively in communicating the status of the Construction Documents during the design phase.

.2 The Construction Documents in a 90% complete, "GMP set" shall be provided to the Owner and Contractor at least 45 days prior to the first planned bidding advertisement date.

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- .3 At a minimum, all architectural plans with their respective structural, mechanical, and electrical utilities shall be submitted to Owner on .pdf and on CADD in the Windows version of AutoCAD and shall be provided to the Owner and Contractor via electronic file transfer as the Owner specifies. The Architect shall provide drawings in their current version of AutoCAD and shall provide conformed sets identifying all changes made by addenda during the negotiation or bidding phase. In addition, all schedules shall be included. Any separate detail plans should be shown on the larger, overall plans where applicable. Site plans should show the location, size and labeling of all utilities that are directly related to the Work as well as outlines of all structures within the Site. Any Site utility that interfaces with a structure should be shown to stop at the exterior wall line of that structure. Each building and floor shall have its own separate file and a common 0.0 point. The Site shall have a named user coordinate system (UCS) allowing it to be inserted and properly located on the Site at 0.0.
- .4 The Owner reserves the option to retain constructability-review services in order to review the documents prepared by the Architect. If the Owner does so, changes will be proposed to the Drawings and Specifications as a result of this process. The Architect and its consultants as a part of basic services shall participate in these processes by briefing the constructability consultants, answering their questions, and meeting with the Owner's representatives and constructability consultants to determine the advisability of changes in the Architect's design documents as recommended by the constructability consultants. The Architect shall make such changes as the Owner directs after such consultation.
- .5 The Architect will timely provide the final 100% complete Construction Documents to be issued for Subcontractor bidding.

§ 3.4.2 During this Phase, the Architect will respond to comments from the Contractor and building and planning officials and meet with the Owner, Contractor, and their consultants. The Architect will respond to comments from building, planning, health, and water and sewer districts, electricity and natural gas providers, and other agencies and utility providers having jurisdiction, to the extent such agencies require. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall be responsible as part of its Basic Services (with the assistance of the Owner) for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making the changes in the Construction Documents required by the governmental and utility authorities at its expense.

§ 3.4.3 During the development of the Construction Documents, if the Owner elects to bid the project rather than proceed under RCW 39.10, the Architect shall assist the Owner in the Owner's development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall endeavor to ensure that the portions of the specification that it provides do not conflict with the Agreement, Instructions to Bidders, and General and Supplemental Conditions provided by the District.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the ~~Owner~~ Owner, Contractor, and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents. The Architect shall work with the Contractor to reconcile their respective cost estimates. The Architect shall assist the Owner in negotiating a GMP Amendment with the Contractor.

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

§ 3.4.6 The Architect shall provide the Owner with an adjustment to previous estimates of Construction Cost reflecting changes in requirements, general market conditions or other changes. This adjusted estimate shall include a base cost that does not exceed the budget and shall also include an itemization of Owner-approved alternate bids proposed and the estimated cost increase or deduction for each. The Architect shall advise the Owner of any adjustments to previous

preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions, including bid climate and the cost and availability of labor and materials.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. parties recognize that the bidding procedure will vary depending upon whether the Contractor solicits Subcontractor bids pursuant to RCW 39.10 or whether the Owner selects a low-bid Contractor. The terms of this Section 3.5 must be read in context of which process is being utilized. The Architect shall participate in the bidding process regardless of which statute is being utilized for bidding. The Architect shall assist the Owner in obtaining and evaluating GC/CM contractor proposals. The Architect shall assist the Owner and Contractor in attracting, promoting, educating potential bidders, and obtaining competitive bids. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) and Contractor in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) if the GC/CM procedure is not utilized, awarding and preparing contracts for construction. The Architect shall participate in or, at the Owner’s direction, organize and conduct, a pre bid conferences for prospective bidders. The Architect shall also assist the Owner in bid validation and determination of the successful bid, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid results. If the GC/CM procedure is utilized for the Construction Phase, the parties recognize and agree that the Architect will review the Contractor’s subcontracting plan and help the Owner evaluate Subcontractor Bid Packages on which the Contractor bids as required by RCW 39.10.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. The Architect’s responsibilities for bidding described in this Section 3.5.2 assume that the Project is bid using traditional competitive bidding. If the Project is bid using the GC/CM process of RCW 39.10, as anticipated, then the Contractor shall be responsible for certain aspects of bidding as described in that statute and the Architect shall be responsible for the remaining bidding requirements.

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

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

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

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

§ 3.5.2.4 The Architect shall in a timely manner prepare responses to questions from prospective bidders and provide written clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

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The Architect shall consult with the Owner prior to issuing any addenda. The Architect shall not approve substitution requests during bidding or after contract award unless written or email permission from the Owner is obtained. The Architect must make a written recommendation to the Owner for all Substitution Requests that they recommend approving. The recommendation must include the perceived benefit to the Owner.

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

§ 3.5.2.6 This Section 3.5.2.6 only applies if the project is bid using traditional competitive bidding. The Architect shall collaborate with the Owner in undertaking a reasonable investigation of the "responsibility" of the apparent lowest bidder regarding:

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

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

§ 3.5.2.7 Following the bid opening, the Architect shall, as part of its Basic Services, issue a Conformed Set of Contract Documents, consisting of the Bidding Documents with all Addenda items inserted. The Owner shall, at its option, pay directly for the cost of reproduction or reimburse the Architect for such expenses. The Architect shall, as part of its Basic Services, provide the Owner and Contractor with a digital copy of the Conformed Documents, consisting of two PDF files, Drawings and Project Manual. The Drawing file shall include bookmarks for each discipline and for each sheet. The Project Manual file shall include bookmarks for each Division and Section. The conformed set is for the Owner’s and Contractor’s use.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.[Deleted.]~~

~~§ 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.[Deleted.]~~

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below in this Agreement and in AIA Document A201™ 2017, A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, Construction, as modified by the

Owner. The Owner will modify AIA Document A201–2007, but those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.6.2 Evaluations of the Work

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

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

§ 3.6.2.3 The Architect shall interpret and initially decide matters concerning performance under, and requirements of, the Drawings and Specifications and shall assist the Owner in the interpretation of all other Contract Documents and the Contractor’s performance thereunder on written request of ~~either the Owner or Contractor.~~ the Owner. The

Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect (or its applicable consultants) shall take the lead role with code agencies in resolving questions, interpretations and conflicts between review and inspection.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, 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 without negligence and in good faith.~~

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

§ 3.6.2.6 The Contractor shall schedule, attend, run and generate minutes of Project status meetings with the Owner and the Architect that shall normally occur weekly. The Architect shall secure the attendance of its consultants at these meetings when such attendance may be required to facilitate advancement of the Project. The Architect shall review minutes submitted to the Owner by the Contractor within three working days of the relevant event copies of all field reports or minutes of meetings held on site to discuss or evaluate the progress of the Work during the Construction Phase.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review-review, attempting to identify inconsistencies or discrepancies between submittals and the requirements of the Contract Documents, and approve, or take other appropriate action upon, the Contractor's

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

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

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

§ 3.6.4.5 The Architect shall review the schedule of submittals furnished by the Contractor and require any changes to that schedule that it determines to be appropriate, maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. ~~Documents and correlate its record and~~ the submittals with the Contractor's construction schedule. The Architect shall review Contractor submittal logs, correlating schedule dates to actual submittal dates, and shall be provided feedback to the Owner and Contractor weekly regarding the review status of the submittals in possession of the Architect.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the ~~Work~~ Work, approved by the Owner, 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~~ The Architect shall prepare Change Orders-Orders, Construction Change Authorizations, and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications

and other necessary supporting documentation and data to describe Work to be added, deleted, or modified. Basic Services shall include providing recommendations concerning proposed Change Orders, Construction Change Authorizations, or Construction Change Directives, and all aspects of the preparation and processing of Change Orders, Construction Change Authorizations, and Construction Change Directives resulting from errors, omissions or deficiencies in the Contract Documents prepared by the Architect.

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

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect ~~and its consultants~~ shall:

- .1 conduct ~~inspections to determine~~ reviews regarding the date or dates of Substantial Completion and the date of final completion; of Final Completion, advising the Owner of those recommended dates;
- .2 with the Owner's consent issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related ~~close-out~~ documents required by the Contract Documents and received from the ~~Contractor~~; Contractor (reviewed for completeness and approved by the Architect); and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work substantially complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's ~~inspections~~ reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect and the Owner shall cooperate in reviewing and securing the correction of defective work.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. At Substantial Completion the Architect, in conjunction with applicable consultants, shall augment the Contractor's "punch list" of observed items requiring correction, completion or replacement by the Contractor.

§ 3.6.6.3.1 As part of Basic Services, the Architect shall direct the Contractor to provide at Final Completion one complete set, in digital format, of all Shop Drawings, related product data, and other submittals, organized according to the relevant Specification. As part of Basic Services, the Architect shall review the Contractor's digital record drawings to determine whether they include the locations of water, sewer, telephone, electric, gas, and any other utility lines. Based on the digital record plans and specifications submitted by the Contractor, and as part of Basic Services,

the Architect shall prepare and provide the Owner with the following Record Documents. Record Documents shall include all significant changes made during the construction process and known to the Architect or its consultants (including without limitation supplemental drawings such as RFI responses, ASIs, CCAs, and CCDs), including changes to electrical service panel schedules.

- .1 One electronic copy of the complete Record Drawings on DVD in "DXF" format compatible with the AUTOCAD software package run in a Microsoft MS Windows environment.
- .2 One electronic copy of the complete Record Drawings on DVD in .PDF format with bookmarks for each Section (discipline) and Sheet.
- .3 One (1) full-sized, edge bound, hard copy of the complete Record Drawings.
- .4 One (1) electronic copy of the complete Record Project Manual, on DVD, in a single .PDF file, with bookmarks for each Division and Section.

The Record Drawings shall include all Contract drawings, including without limitation all floor plans, doors and finish schedules, reflected ceiling plans, mechanical/ electrical/ structural plans, site plans, and all drawings modified by ASIs, RFIs, COPs, CCDs, and Change Orders.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, ~~conduct a meeting with the Owner to review the facility operations and performance~~ visit the site as reasonably requested by the Owner, review the facility operations and performance, to review correction-period items, and to make appropriate recommendations to the Owner. At the beginning of the final month of the one-year correction period, the Architect shall review the Project and report in writing any discrepancies observed. The Architect shall cooperate with the Owner to actively pursue and resolve issues regarding discrepancies or defects in the Work.

§ 3.6.6.6 As a part of the Architect's Basic Services, the Architect and its consultants shall participate in and provide information to the Owner as needed for the commissioning process, consult and cooperate with the Owner's commissioning agent, and engage in any other services necessary for the commissioning process. The Contractor will be responsible to coordinate the commissioning of all designated systems. Commissioning shall demonstrate that each designated system operates as designed and specified. The Contractor will also be responsible to prepare for Owner approval a checklist of operations and tests to illustrate that each designated system is operational and to measure the performance of such systems. In addition to these Basic Services, the Architect's Mechanical Engineer shall, as part of Basic Services, attend commissioning meetings, track the commissioning agent's log of the commissioning, coordinate the comparison of performance with specification, and assist the commissioning agent in training Owner representatives.

§ 3.6.6.7 The Architect shall observe the progress of the Work and other requirements in the Contract Documents for achieving Final Completion. The Close-Out Phase under this Agreement commences with the Dates of Substantial Completion set by the Owner and ends upon the Owner's Final Acceptance of the Work. The Architect's review 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. The Architect shall review the Project upon Final Completion to determine compliance with the Contract Documents and provide a certificate of completion recommending that the Work is completed in substantial compliance with the Contract Documents. The Architect shall review the Project upon Final Completion to determine general compliance with the Contract Documents and provide a certificate of final completion recommending that the Work is completed in substantial compliance with the Contract Documents. The Architect shall review the Contractor's record drawings for general compliance, including the locations of water, sewer, telephone, electric, gas, and any other utility lines, and, based upon them, shall prepare one set of hard-copy and one set of diskettes of the Record Drawings which include significant changes communicated by the Contractor or known to the Architect and made during the construction process. The electronic copy shall be provided in a CADD software format approved by the Owner and as a pdf for each individual sheet, both delivered via electronic file transfer. The sets will become the permanent file copy for the Owner.

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§ 3.6.6.8 The Architect shall further receive and forward to the Owner for the Owner’s review and use, all written warranties, O&M manuals, and related documents required by the Contract Documents and assembled by the Contractor. The Architect shall assist in supplying information, advice and communication with respect to the warranty or correction periods of the Contract for Construction.

§ 3.6.6.9 The Architect shall issue a final Certificate for Payment, in consultation with the Owner, upon compliance with the requirements of the Contract Documents.

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, included in Basic Services if designated as the Architect’s responsibility or which list the Architect’s assistance or participation. If the Responsibility column lists "Owner" or "N/A," and the Architect is required by the Owner to perform the Service, then it is an Additional Service.~~ The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, ~~and the responsibility.~~ The Owner shall compensate the Architect as ~~provided in Section 11.2, an Additional Service as provided in Section 11.2 only if the Owner requests the Architect in writing to perform the service, the service is not listed as the Architect’s responsibility, and the Architect informs the Owner in advance and in writing that the service will be an Additional Service.~~ 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. This list is not intended to change duties specified in other provisions of this Agreement.

(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	<u>Owner and Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>N/A</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Space Schematics/Flow Diagrams	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design (color coordination)	<u>Architect</u>
§ 4.1.1.11 Value analysis engineering	<u>Architect, Owner, and Contractor</u>
§ 4.1.1.12 Cost estimating	<u>Owner and Contractor</u>
§ 4.1.1.13 On-site project representation	<u>N/A</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>N/A</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect (from Contractor per Section 3.6.6.3.1)</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18 Facility support services	<u>N/A</u>

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Through Owner, with Architect assistance</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect with Owner participation</u>
§ 4.1.1.23 Commissioning	<u>Owner, with Architect's assistance</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Historic preservation	N/A
§ 4.1.1.26 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.27 Other services provided by specialty Consultants	<u>Architect as described in this Agreement</u>
§ 4.1.1.28 Schedule Development and Monitoring	<u>Architect and Contractor</u>
§ 4.1.1.28 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

As described in this Agreement and its exhibits.

§ 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.)

As described in this Agreement and its exhibits.

~~§ 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. [Deleted.]~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the ~~Agreement~~. Agreement, if mutually agreed in writing by the Owner and Architect. The Architect shall not move forward in rendering such Additional Services without the written or email permission of the Owner. In the absence of mutual agreement in writing, and subject to this Section 4.2, the Architect shall promptly notify the Owner prior to providing any services requiring an adjustment in the Architect's compensation and shall specify the proposed adjustment. Failure to provide such timely written notice shall be a waiver of any compensation for Additional Services. If requested by the Owner in writing or by email, the Architect shall proceed with Additional Services even if the parties have not yet agreed to the change in compensation. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide, and the Owner shall have no obligation to compensate the Architect for, those services. Except for services required due to the ~~fault-fault, negligence, wrongdoing, or responsibility~~ of the Architect, any Additional Services provided in accordance with this Agreement and Section 4.2 shall entitle the Architect to a reasonable adjustment in 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~~, Services not caused by the fault or negligence of the Architect, the Architect shall notify the Owner in writing 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; or email authorization; items that are deleted below are not Additional Services but are included as a part of Basic Services:~~

- .1 Services necessitated by a substantial change in the Initial Information, a material change to 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 unexpected 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 unexpected official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .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;~~ construction not related to Work performed by the Contractor; or,
- .11 Assistance to the Initial Decision Maker, if any, and if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. ~~If, upon These Additional Services will be performed at no cost to the Owner to the extent caused by the fault or negligence of the Architect. If, after~~ 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 have no obligation to compensate the Architect for the services provided ~~prior to the Architect's receipt of the Owner's notice; unless the Owner agrees in writing that the Architect shall perform the Additional Services. Items that are deleted below are not Additional Services but are included as a part of Basic Services.~~

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

Init.

2. Fifteen (15) visits to the site by the Architect during ~~construction~~construction. It is anticipated that this accommodates twelve (12) monthly site visits plus three (3) additional visits as a contingency.
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. One (1) 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. [Deleted.]~~

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 which, upon mutual agreement, may include 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 the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds. [Deleted.]~~

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in ~~Section 6.1; Article 6;~~ (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner ~~shall~~may update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. ~~The Owner Architect~~ shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly and materially 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. Any increase to the budget to respond to anticipated market conditions shall neither constitute Additional Services nor entitle the Architect to additional compensation, nor shall there be Additional Services because an accepted bid exceeds the budget. For the purposes of this Section, a "significant" increase or decrease shall be an Owner-directed adjustment or cumulative adjustments to the budget exceeding 10% of the budget identified in this Agreement, the purpose of which was to provide for design enhancements.

§ 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~~ When provided to the Owner in a timely manner, 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. The Architect shall provide submittals to the Owner in a timely manner.

§ 5.5 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,

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above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect shall review the information provided by the Owner and timely advise the Owner of any missing information or data that is germane to the Project and necessary from the Owner. The Architect's design shall not require the Owner to obtain any easements without the Owner's prior written consent.

§ 5.6 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. The Architect will utilize this information in the Construction Documents and work with the Owner's geotechnical engineers to assist the Owner in determining the scope and scale of the required geotechnical services. The Architect and Architect's consultants will copy the Owner's Project Manager on any correspondence with the Owner's Geotechnical Engineer.

§ 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. [Deleted.]~~

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. The Architect and its consultants shall also coordinate with any consultants separately engaged by the Owner. 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 and upon the Owner's request the Architect shall furnish copies of the scope of services in the contracts between the Architect and the Architect'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 the Project and the Owner agrees. The Owner shall endeavor to require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 ~~The Except to the extent otherwise provided for under this Agreement, the Owner shall furnish tests, inspections and reports during design and construction as 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. structural and mechanical tests, and tests for soils compaction, as listed in Section 1.1.10. The Architect's review of such tests, inspections and reports shall be included as a part of the Architect's compensation for Basic Services unless otherwise defined in this Agreement. Results of these tests are the property of the Owner.~~

§ 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. The Owner is not required to furnish these services for the Architect's benefit.

§ 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. The Owner's failure to so notify shall not relieve the Architect of its responsibilities under this Agreement, and the Owner shall have no duty of observation, inspection or investigation.

§ 5.13 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. ~~The Owner shall responsibilities concerning the cost, time, sequence, scope, or requirements of the Project. The Owner shall endeavor to 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. The Architect shall contemporaneously provide the Owner with copies of all written communications between the Architect and the Contractor.~~

§ 5.14 The Architect shall provide administration of the Contract between the Owner and Contractor as set forth herein and in AIA Document A201-2007, General Conditions of the Contract for Construction, as revised by the Owner. Before executing the Contract for Construction, the Owner shall coordinate the Architect shall review the proposed

form of Contract (including General Conditions) and provide comments to the Owner for the purpose of coordinating 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~~ a reasonable period of time 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 as designed or specified by the Architect and shall ~~include~~ include, among other things, the contractors' general conditions costs, overhead and profit. The Cost of the Work shall include the cost projected to the time of bid opening of labor and materials to be provided by the Contractor under the Contract for Construction. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work related to design. 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, sales tax, financing, or Owner contingencies for elective changes in the Work; equipment furnished by the Owner through separate contracts, or other costs unrelated to construction of the Project 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.~~ the Initial Information and defined below, and may be adjusted throughout the Project. When the Project requirements have been sufficiently identified, and as described in Article 3 of this Agreement, the Architect, through its Cost Consultant or otherwise, shall prepare a preliminary estimate of the Cost of the Work. This estimate shall represent the Architect's judgment as a design professional familiar with the construction industry and should be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, and no less frequently than with the completion of each phase, the Architect shall update and refine the preliminary estimate of the Cost of the Work and analyze changes in estimated costs to monitor changes in quantity, quality, prices and assumptions. The Architect shall advise the Owner of any material adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.2.1 BUDGET

- .1 The budget is the sum described below that the Owner establishes (in writing) as the fixed limit for constructing the Project designed, specified, selected or specially provided for by the Architect.
- .2 The budget includes the cost of labor, materials, and equipment necessary to complete the Contract for Construction, using current market rates, including a reasonable allowance for overhead and profit, certain agreed alternates and an estimate of inflation and other reasonably foreseeable price increases through the anticipated bidding date.
- .3 The budget does not include Washington State or local sales tax, professional fees, construction contingencies, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner.
- .4 The budget for the Project will initially be set by the Owner upon execution of this Agreement. The Owner will re-evaluate the budget during the Schematic and Design Development Phases.
- .5 The Architect shall promptly notify the Owner in writing if for any reason the Architect believes that the Cost of the Work of the Project will exceed the budget.

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- .6 The Architect will work cooperatively in endeavoring to obtain for the Owner the improvements covered by the program and scope of Work at a favorable cost consistent with quality workmanship, materials, durability, and competitive bidding.
- .7 In observing the Architect's responsibility to comply with the budget, the Architect shall avoid allowing increases to the scope of Work as outlined in the program. Any substantial changes to the program must be approved by the Owner in writing, which includes any applicable change in the budget.

~~§ 6.3 The Owner shall require the Cost Consultant 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 prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, Architect shall prepare, as a part of Basic Services, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's Contractor'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 estimates solely for the Architect's guidance in completion of its services, however, the Architect shall review the Contractor's estimates and 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 Contractor'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, the Owner and the Contractor, 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 considering such adjustments.~~

~~§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase or during the Construction Documents Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall may at its discretion~~

- ~~.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 Contractor and the Architect, revise the Project program, scope, or quality as required and/or quality to the extent consistent with the requirements of the program and the Project to reduce the Cost of the Work; or, and/or,~~
- ~~.4 implement any other mutually acceptable alternative alternative, including protective alternate bids proposed by the Architect for the Owner's consideration as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.~~

~~§ 6.6 If the Owner chooses to proceed under Section 6.5.3, 6.5.3 and/or Section 6.5.4, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase at no delay to the Project 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.~~

~~§ 6.6.1 If the Owner bids the project using traditional competitive bidding, or if the Contractor bids subcontractor packages prior to executing the GMP Amendment and if the lowest bona fide bid (or combination of bids) exceeds the budget for the Cost of the Work by more than 5%, then the Owner, at its sole option, shall, without delay to the Project or additional compensation to the Architect:~~

- ~~.1 accept the bid or Subcontractor bids;~~
- ~~.2 authorize rebidding of the Project or a part thereof within a reasonable time;~~
- ~~.3 terminate in accordance with this Agreement; or~~
- ~~.4 cooperate in revising the Project scope and/or quality to the extent consistent with the requirements of the program and the Project to reduce the Cost of the Work to meet the Owner's budget.~~

~~§ 6.6.2 If the Owner chooses to proceed under Section 6.6.1.4, the Architect and its consultants, without delay to the Project or additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under Section 6.6.1.4.~~

§ 6.7 After incorporation of modifications under Section 6.6, if the revisions still do not reduce the lowest bona fide bid (or combination of bids) to within 5% of the Owner's budget, then in that circumstance the Architect shall, as an Additional Service, make any additional 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 the Architect's erroneous cost estimate or 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 Drawings, specifications, materials, models, renderings, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service. 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. Upon request by the Owner, the Architect shall provide electronic copies, including CADD, Revit, and similar files to the Owner for the Owner's and Contractor's use at no additional cost. If for any reason a conflict occurs between information on the computer media and the stamped, signed documents, the information on the signed, stamped documents shall govern. Any additions or modifications to the information contained on or generated from the electronic media made by anyone other than the Architect may result in adverse consequences, which the Architect can neither predict nor control and the Architect shall not be liable to the Owner for such additions or modifications.

§ 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 upon execution of this Agreement a nonexclusive license to use and reproduce, in any medium and without additional cost, the Architect's Instruments of Service solely and exclusively for purposes of constructing, completing, using, expanding, modernizing, 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, which shall not be impacted by any termination except as specifically set forth below.~~ 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 at no additional cost 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 Project or for completing, using, expanding, modernizing, maintaining, altering and adding to the Project or subsequent projects of the Owner on this site. The Owner may further authorize credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for the above purposes. If the Architect is adjudged to have rightfully terminated this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ terminate until such time as the Owner pays all amounts adjudicated as due to the Architect.

§ 7.3.1 In the event the Owner uses the Instruments of Service for other projects or for any purpose following a termination of this Agreement other than for cause under Section 9.4 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 unauthorized 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

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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 this Agreement and of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the revised AIA Document A201-2017, A201-2007, 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. hereby releases and agrees to indemnify and hold the Owner, its successors and assigns, and the Owner's Board, directors, officers and employees and volunteers of each of the foregoing ("Indemnified Parties") harmless from and against claims of third parties, and losses, harm, costs, liabilities, damages and expenses arising or resulting from such claims of third parties, caused by: (i) the performance of the services by, or (ii) the acts or omissions of, the Architect or any of its consultants of any tier, their respective successors and assigns, the directors, officers, and employees agents of each of the foregoing, or anyone acting on the Architect's behalf in connection with this Agreement or its performance. This indemnification includes but is not limited to reasonable attorneys' fees and expenses incurred on such claims and in proving the right to indemnification to the extent caused by negligence by the Architect. 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.~~

The Architect shall not, however, be required to so indemnify or hold harmless any of the Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties. If such damages are caused by or result from the concurrent negligence of the Indemnified Parties and of the Architect or its agents, consultants or employees, then the Architect's indemnity and hold harmless obligations hereunder shall be limited to the extent of the negligence of the Architect or its consultants or employees.

In claims against any person or entity indemnified under this Section 8.1.3 by an employee of the Architect, any of its consultants of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 8.1.3 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Architect or a consultant under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Architect expressly waives immunity as to the Owner under Title 51 RCW, "Industrial Insurance."

§ 8.1.4 The Architect and Owner waive incidental, indirect, punitive, special and 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. This waiver does not, however, limit a party's ability to recover from the other party damages asserted by a third-party.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall be subject to mediation as a condition precedent to binding dispute resolution. ("Dispute") shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended disputes and as a condition precedent to the institution by either party of binding dispute resolution. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Architect.~~ 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. The parties will cooperate in good faith and attempt to resolve any Dispute that arises prior to mediation.

§ 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, or cannot themselves agree to the selection of a mediator within thirty days of the request for mediation, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in ~~writing,~~ writing and delivered to the other party to this ~~Agreement, and Agreement.~~ If the parties are unable to select a mutually acceptable mediator within thirty days of the request for mediation, the request may be 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 or the American Arbitration Association. 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 if binding dispute resolution proceedings are initiated before the mediation. A principal of the Architect and a designee of the Owner, both having full authority to settle the Dispute (subject only to ratification by the Owner's Board of Directors), must attend the mediation session. To the extent there are other parties in interest, such as the Contractor, Subcontractors, suppliers, and/or consultants, their representatives, with full authority to settle all pending Disputes or claims, may also attend the mediation session. Unless the Owner and the Architect mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to Final Acceptance of the Project by the Owner. Neither party may bring litigation on a Dispute unless the Dispute has been properly raised and considered in the above mediation procedure, unless required to do so to meet any statutes of limitation or statutes of repose.

§ 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,~~ upon or if the mediation involves the Contractor and that Contract requires a different location. 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~~ Pierce County Superior Court
- 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.

§ 8.2.5 In the event of a claim, dispute, or other matter in question arises between the Owner and Architect, the Architect shall continue to perform the services required by this Agreement without interruption or delay provided that the Owner continues to pay all undisputed amounts owing to the Architect.

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§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in as a result of the interruption and resumption of the Architect’s services. services and only if the Owner suspends the Project for more than sixty consecutive days. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

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~~§ 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. [Deleted.]~~

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially or materially to perform in accordance with the terms of this Agreement through no fault of the party initiating ~~the termination~~ the termination, during which seven-day period the party responding to the notice shall have the right to cure the default. If, through any cause, either the Architect fails to fulfill in a timely and proper manner its material obligations under this Agreement; or the Architect materially violates any of the covenants, agreements or stipulations of this Agreement; or the Architect becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors; or the Architect's representative whose principal services are required in Section 1.1.11 departs from the Architect's firm and a replacement acceptable to the Owner is not available, the Owner shall thereupon have the right (but not the obligation) to terminate this Agreement for cause by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven days after the notice. In the event of a termination by the Owner for cause:

- .1 The Architect shall be compensated for services satisfactorily performed prior to termination (that portion of the basic compensation for services satisfactorily performed prior to termination), together with Reimbursable Expenses then due, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement.
- .2 The Owner shall have the right (but not the obligation) to take over performance of the architectural services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished Instruments of Service prepared by or for the benefit of the Architect shall, at the option of the Owner, become the Owner's property.
- .3 The Owner may withhold any payments to the Architect for the purpose of offset or setoff until such time as the amount of damages due the Owner from the Architect is determined.

§ 9.5 The Owner may terminate this Agreement or a portion thereof upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. In that event, the Owner shall be entitled to use and/or assign the rights to use all finished and unfinished Instruments of Service.

§ 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 solely for services satisfactorily performed prior to termination (that portion of the basic compensation for services satisfactorily performed prior to termination, termination), Reimbursable Expenses incurred, and reasonable costs attributable to termination, including the reasonable costs attributable to the Architect's termination of consultant ~~agreements~~ agreements to the extent such costs are consistent with this Article 9. In no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The Architect shall not be entitled to any additional compensation, including without limitation profit and overhead, and the Owner shall not be liable for any consequential or incidental damages as a result of such termination.

~~§ 9.7 In addition to any amounts paid under Section 9.6, if 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: neither be required to pay any licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service nor be required to pay to the Architect any termination fee:~~

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

- .1 Termination Fee:
Not applicable
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
Not applicable

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

§ 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 9.7.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in the revised AIA Document A201-2017, A201-2007, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 ~~The Subject to the conditions of this Section 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.~~ representations, but the Owner must approve of the time and date for when any photographs are taken after occupancy. The Architect must provide the Owner with usable digital copies (without watermarks) of all photographs taken or used for promotional or professional materials. 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 endeavor provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 ~~If Subject to the Washington Public Records Act, Chapter 42.56 RCW, the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1.~~ 10.8.1, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent a party from establishing a claim or defense in an adjudicatory proceeding, in which cases the receiving party will disclose only to the extent necessary to comply with the law or alleviate the risk of significant harm. 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 a public records request, 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. To the extent required by applicable law, the Architect shall comply, and shall assist the Owner in complying, with the Washington Public Records Act, Chapter 42.56 RCW.

§ 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.

§ 10.10 The Architect shall comply with all applicable provisions of RCW 49.60 and all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability.

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)

Fee. Compensation for basic services of the Architect ("Fee") is as follows: The total compensation for the Architect's Services under this Agreement shall not exceed One Million Three Hundred Thirty Five Thousand and Seventy Two Dollars (\$1,335,072) for Phase 2 Services, which does not include estimated Reimbursable Expenses of \$42,760, as further set forth in Exhibit A.

~~.2 Percentage Basis~~ The Architect's fee may be increased for elective change orders initiated by the Owner (not involving the fault or negligence of the Architect or its consultants). The Additional Service fee will be negotiated on a case-by-case basis.
(Insert percentage value)

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~ Change Orders. Compensation for Additional Services shall be as specified in Section 11.3. The Architect will not be entitled to additional compensation for costs incurred because of the fault or negligence of the Architect or its consultants. The Architect shall include with each invoice documentation as reasonably requested by the Owner supporting any additional compensation under this Section.

Alternates. The Architect shall be compensated as a Change in Services, on a negotiated basis per alternate, for services performed in respect to alternate bids beyond any already required by this Agreement and only to the extent requested and approved in writing by the Owner.

- ~~.2 [Deleted]~~

- .3 Other
(Describe the method of compensation)

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

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N/A

§ 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.)

Compensation for any Change in Services for which the Owner and Architect do not agree upon a lump sum amount shall be calculated according to the hourly rates in Exhibit A or will be separately approved by the Owner. The Owner and Architect shall endeavor to agree upon a not-to-exceed amount for any such Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%), or as follows: ten percent (10%)~~.
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Compensation for the Architect’s Supplemental Services shall be in accordance with Exhibit A and shall not exceed the amount of \$511,954.00 set forth in Exhibit A.

§ 11.5 ~~When compensation for Basic Services is based on a stipulated sum or a percentage basis, the Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect’s statement of services and shall total the following percentages of the total Basic Compensation payable in each phase, except that payment for Completion of Correction Period shall be made in one payment at the end of that Period. The proportion of compensation for each phase of services shall be as follows:~~

Schematic Design Phase	<u>Not Applicable</u>	percent (<u>NA</u>	%)
Design Development Phase	<u>Thirty One</u>	percent (<u>31</u>	%)
Construction Documents Phase	<u>Thirty Two</u>	percent (<u>32</u>	%)
Procurement Phase	<u>Three</u>	percent (<u>3</u>	%)
Construction Phase	<u>Thirty One</u>	percent (<u>31</u>	%)
<u>Punch List / Close-Out Phase</u>	<u>Two</u>	<u>percent (</u>	<u>2</u>	<u>%)</u>
<u>Completion of Correction Period</u>	<u>One</u>	<u>percent (</u>	<u>1</u>	<u>%)</u>
Total Basic Compensation	one hundred	percent (100	%)

Percentages shown are higher than the typical allocation per the Washington State Fee Schedule due to the removal of the Schematic Design Phase from this Agreement.

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.

§ 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. [Deleted.]~~

§ 11.6.1 ~~When compensation is on a percentage basis and If~~ 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~~ portions, in accordance with the schedule set forth in Section 11.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily and properly performed whether or not the Construction Phase is commenced.

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§ 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 not more frequently than annually in accordance with the Architect’s and Architect’s consultants’ normal review ~~practices-practices~~ and the increase may not exceed annual inflation rates as measured by the Consumer Price Index.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate (\$0.00)
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§ 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~~ Pre-authorized out-of-town travel (greater than 200 miles) and subsistence;
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~ Dedicated data and communication services and Project extranets, if required at the Project site and with the Owner’s approval;
- ~~.3 Permitting and other fees when pre-authorized~~ required by authorities having jurisdiction over the Project;
- ~~.4 Printing, reproductions, plots, and standard form documents;~~ Printing and reproduction for all documents required for submittal to the Owner or requested by the Owner for its own use or use by the Owner’s consultants (but not reproduction of design review documents provided to the Owner or Contractor and documents for office use of the Architect or its consultants), sets required by authorities having jurisdiction, and documents required by the Contractor for subcontractor bidding and for which the Owner does not directly pay;
- ~~.5 Postage, handling, and delivery;~~ Postage and delivery of reproductions that are reimbursable pursuant to Section 11.8.1.4;
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;~~ Models, mock-ups, and professional photography, requested in writing by the Owner and required for the Project, excluding models and mockups prepared by the Architect’s in-house staff during the course of design or as otherwise already required by this Agreement (including but not limited to the presentation materials required by Sections 3.3. and 3.4);
- ~~.9 All sales but not B&O or income or other taxes levied on professional services and on reimbursable expenses;~~ Reimbursable Expenses;
- ~~.10 Site office expenses;~~ expenses when pre-approved by the Owner;
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;~~ Objective, if any; and,
- ~~.12 Other similar Project-related expenditures;~~ expenditures pre-approved in writing by the Owner.

The parties agree that the Owner will not be billed extra for any expenses the Architect incurs (e.g., the Architect’s or its consultants’ time or mileage) for travel between local consultant offices, the Project Site, and the Owner’s offices. Such travel expenses are included within the Fee for the Architect’s Basic Services.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred. The Architect must submit receipts for its Reimbursable Expenses.

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

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

[Deleted.]

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account 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.~~[Deleted.]

§ 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 (performed within each phase, and shall not exceed the percentages of the total Basic Compensation payable in each phase. Payments are due and payable thirty days from the date of receipt of the Architect's invoice in an acceptable form, provided that the Architect is entitled to payment as provided in this Agreement. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

(Insert rate of monthly or annual interest agreed upon.)

~~% Amounts unpaid shall bear interest pursuant to RCW 39.76, not to exceed the Bank of America prime rate plus 2 % per annum.~~

§ 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.~~ is liable for the amounts.

§ 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. Upon request, the Architect shall provide the Owner with access to its records for inspection, audit, and reproduction and with an accounting of any services of the Architect or of any of its consultants of any tier. The accounting of services shall detail the services performed, the amounts paid to a consultant (supported by copies of all paid invoices) and such other information as the Owner may reasonably request. The Owner shall not be obligated to make any payment to any consultant.

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.)

§ 12.1.1 The Architect will work with the Owner and Contractor throughout the term of this Agreement in a collaborative and proactive manner to deliver a Project that meets the Owner's program, schedule and budget goals. The Architect will work with the Contractor with regard to value engineering and assessing alternative construction systems to achieve the budget; cost estimating and cost reconciliation; determining construction feasibility and constructability; site logistics; phasing, sequencing of work and scheduling; and as otherwise required by this Agreement.

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§ 12.1.2 The Architect shall participate with the Owner in evaluating and selecting the Contractor, which includes review of Contractor proposals and interviews with short-listed firms.

§ 12.1.3 If required by the Contractor, the Architect, upon direction by the Owner, will work with the Contractor in developing separate bid packages for phased construction.

§ 12.1.4 Not Used.

§ 12.1.5 IRS Notice 2008-14 allows the tax deduction under Section 179D for certain improvements installed on or in property owned by a federal, state, or local government or a political subdivision thereof, to be transferred to the designer of the Project. The Owner hereby grants to the Architect any available energy study certification tax benefit. All costs related to certifying such tax benefit are the sole responsibility of the Architect.

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 as revised
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203-2013 incorporated into this agreement.)

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

~~AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~

(Insert the date of the E204-2017 incorporated into this agreement.)

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

No others.

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

Exhibit A -- BRS Fee Proposal Dated June 8, 2021
Exhibit B – CRC Design Schedule Dated June 8, 2021

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

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

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

Init.



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
 253-858-3400 – info@penmetparks.org
www.penmetparks.org

DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

From: Eric Guenther, Planning & Special Projects Manager

Date: July 6, 2021

Subject: **Resolution R2021-015 Sehmel Homestead Park (SHP) Lighting Project Closeout**

Background

Between June 2018 and April 2021, PenMet Parks conducted a project to add lights to the Sehmel Homestead Park Turf Field. The project also included lighting in the adjacent parking areas and added a scoreboard to the Boeing Mariners Care Baseball Field (Field #1). A January 8, 2021 memo provided additional background information.

RCO Grant

PenMet submitted a Washington State Recreation and Conservation Office (RCO) grant application for funding from the Youth Athletic Facilities (YAF) category for SHP Turf Lights in 2018. The grant amount of up to \$350,000 was awarded in 2019 and represented the maximum award for the YAF category.

Parking Lighting and Conservation Easement Amendment

There are two areas of parking related to this project which were designated for safety lighting. The area near the turf field and turf restroom is completely within the active recreation area at SHP and permitted.

The area between the amphitheater and the “T” intersection is primarily within the natural area, and is governed by the SHP conservation easement which is managed by the Great Peninsula Conservancy (GPC). PenMet Parks and the GPC have discussed the issues related to the goals of the conservation easement and the need for safely lit parking areas, and are currently working to refine language and identify concessions that will amend the conservation easement to recognize the goals and the needs of both organizations. The conservation easement boundaries at the SHP southern meadow are also undergoing adjustment to better align with the grass area of the meadow. This conservation easement amendment will come before the Board at a future meeting.

Project Schedule

Summer 2018	Submitted RCO Grant
Spring 2019	Grant Awarded
September 2019	KCDA contract for Musco Lighting
October 2019	Awarded construction contract to MB Electric
January 2020	KCDA contract for Daktronics Scoreboard
July 2020	Board approved R2020-011 to accept MB Electric work
July 2020	Board approved R2020-015 to accept KCDA/Musco Lighting work
July 2020	Board approved R2020-016 to accept KCDA/Daktronics Scoreboard work
July 2020	Notice of Completion submitted to Washington State for all three contracts
October 2020	Received final State release for Retainage
November 2020	Submitted final billing and report to RCO
December 2020	Submitted invoicing to HSC and Narrows FC
December 2020	Received \$304,529 from RCO
January 2021	Received \$500 from Narrows FC
April 2021	Received \$5,000 from Harbor Soccer Club

Budget

A detailed project budget is appended below. In summary, the original estimated budget for the project was sourced from PenMet capital funding (\$700,000), an RCO grant (\$350,000 reimbursement), and pledged contributions from two private soccer clubs (\$32,500 combined). The RCO grant is a reimbursement grant, which means PenMet had to pay for the work up front and then seek reimbursement, which is why the allocation is higher than the budgeted expenditures.

The final project cost was \$592,809.95, which is less than the estimated amount of \$755,106.20. As a result of the lower project cost, the final RCO grant amount, which is based on a percentage of actual costs, was \$304,529.68, and was received on December 10, 2020.

In 2021 the two soccer clubs, Harbor Soccer Club and Narrows FC, contributed \$5,000 and \$500, respectively, toward the project. These lower amounts were the result of 1) Narrows FC ceased operations and contributed what they could, and 2) Harbor Soccer was told that there was sufficient project funding and their contribution was not necessary, but they contributed anyway.

After the RCO grant reimbursement and the soccer contributions, the project shows \$417,219.73 in funding surplus. These funds are available to the District’s Capital Fund for use on other projects.

Recommendation

Staff recommends that the Board review the material provided on the Sehmel Homestead Park Lighting Project closeout and approve Resolution 2021-015 to transfer \$417,219.73 from the Sehmel Homestead Park Lighting Project to the Park Improvement Fund and amend the 2021 Capital Project Budget.

Motion

I move to approve Resolution 2021-015 to transfer \$417,219.73 from the Sehmel Homestead Park Lighting Project to the Park Improvement Fund and amend the 2021 Capital Project Budget.

Should you have any questions or comments please contact me at the earliest opportunity at 253-313-5086 or via e-mail at EGuenther@PenMetParks.org.

Sehmel Homestead Park Lighting Project

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Notes</u>
Funding Sources				
2019 Budget	\$400,000.00	\$400,000.00	\$0.00	
2020 Budget	\$95,000.00	\$95,000.00	\$0.00	
REET				
2018	\$85,000.00	\$85,000.00	\$0.00	
2019	\$120,000.00	\$120,000.00	\$0.00	
Capital Funding Subtotal				
		\$700,000.00		
RCO Grant (Reimbursement)	\$350,000.00	\$304,529.68	(\$45,470.32)	*1
Other Sources				
HSC	\$30,000.00	\$5,000.00	(\$25,000.00)	*2
Narrows FC	\$2,500.00	\$500.00	(\$2,000.00)	*3
Total Funding Sources				
	\$1,082,500.00	\$1,010,029.68	(\$72,470.32)	
Project Expenditures				
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	
Design - Cross	\$40,000.00	\$39,448.00	\$552.00	
Construction (w/ Tax)				
MB Electric Contract				
Change Order #1 - Extra Pole		\$207,168.00		
		\$18,990.40		*4
Change Order #2 - MOB 2, Scoreboard		\$2,233.53		*4
MB Electric Subtotal	\$248,000.00	\$228,391.93	\$19,608.07	
KCDA Lighting system	\$300,000.00	\$271,002.72	\$28,997.28	
KCDA Scoreboard	\$85,960.18	\$48,989.76	\$36,970.42	
Other				
Advertising	\$0.00	\$535.20	(\$535.20)	
Cultural Resources	\$7,500.00	\$0.00	\$7,500.00	
Permits	\$5,000.00	\$4,442.34	\$557.66	
Project Subtotal				
	\$686,460.18	\$592,809.95	\$93,650.23	
Contingency (10%)	\$68,646.02	\$0.00	\$68,646.02	*4
Total Project Expenditures				
	\$755,106.20	\$592,809.95	\$162,296.25	
Funding Surplus (after grant reimbursement)				
	\$327,393.80	\$417,219.73	\$89,825.93	*5

*1 - RCO Reimbursement based on percentage of original budget.
 When expenditures are less, reimbursement is less.
 *2 - HSC was informed that PenMet had sufficient budget for project, but they still contributed
 *3 - Narrows FC ceased operations, but they still contributed
 *4 - All change orders absorbed in line item of budget
 *5 - Capital funds available for transfer



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-015

A RESOLUTION OF PENMET PARKS TO TRANSFER FUNDS FROM THE SEHMEL HOMESTEAD PARK LIGHTING PROJECT TO THE PARK IMPROVEMENT FUND AND AMEND 2021 CAPITAL PROJECT BUDGET

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) Board of Park Commissioners may by resolution amend its current year budget; and

WHEREAS, the PenMet Parks Board of Park Commissioners has identified monies that remain in the Sehmel Homestead Park Lighting Project after project closeout that are available to fund other capital projects; and

WHEREAS, the PenMet Parks Comprehensive Financial Management Policy requires a resolution of the Board to transfer funds between projects; NOW, THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District that \$417,219.73 from the Sehmel Homestead Park Lighting Project be transferred to the Park Improvement Fund and amend the 2021 Capital Project Budget.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on July 6, 2021.

President

Clerk
Peninsula Metropolitan Park District Commission

Attest