

**AGREEMENT BETWEEN OWNER AND ARCHITECT**

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This Agreement is entered into as of the date set forth herein between La Center School District No. 101, Clark County, Washington (“Owner”) and NAC, Inc. (“Architect”) signatories hereto as follows:

**Project Name:** La Center Middle School

**Project Address:** \_\_\_\_\_

**Date of Agreement:** \_\_\_\_\_

**Architect:** NAC, Inc.

**Architect Address:** 2025 1<sup>st</sup> Avenue, Suite 300, Seattle, WA 98121

**Sub-consultant(s):** See attached Exhibit “F”

**Sub-consultant Address:** \_\_\_\_\_

**Owner Name:** La Center School District No. 101

**Owner Address:** La Center School District No. 101, 725 Highland Road, La Center, WA 98629

**Owner’s Consultants:** Architect is responsible for coordinating its services, as necessary, with the following Owner Consultants, which are subject to change at Owner’s sole discretion.

*Geotechnical  
Survey  
Soils and Environmental Consultant*

**1. Scope of Basic Services/Documents**

Architect agrees to be Architect of Record and to perform the Architectural Services in sufficient detail for the purposes of securing all approvals and permits and allowing for the competitive bidding, construction, and use of the La Center Middle School (“Project”), as described in Exhibit A (“Basic Services”). The documents included in this Agreement are as follows:

Exhibit A                      Scope of Basic Services

Exhibit B	Owner’s List of Deliverables
Exhibit C	Owner’s Production Schedule
Exhibit D	Schedule of Values – Fee and Payment Schedule
Exhibit E	Lien Release
Exhibit F	Architect’s Sub-consultant List

The Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a written modification in accordance with this Agreement.

**2. Key Employees**

2.1 Architect’s entire Project team must be of the highest capabilities with substantial experience. Architect warrants that its own personnel and each sub-consultant will have the proper qualifications, experience, and competency to professionally carry out the services. Architect acknowledges and agrees that the Key Employees provide a material benefit to Owner and that the loss of such Key Employees would materially affect the benefits that Owner receives under the Agreement. As such, Architect shall not change the roles or responsibilities of a Key Employee for the Project without the prior written consent of the Owner. If any Key Employee ceases to be committed to the Project, this failure may be grounds for termination of Architect for default, unless the Key Employee is no longer an employee of Architect or extraordinary circumstances outside of either the Key Employee’s or Architect’s control excuse the failure. Key Employees must reside full-time in the region of the Project for the duration of the services provided under this Agreement, unless otherwise approved in writing by Owner. Owner has the right to determine whether personnel proposed as substitutes of Key Employees are qualified to work on the Project. Architect will remove from the Project and replace any personnel assigned to the Project by Architect, if Owner considers such removal necessary.

<u>Key Employees</u>	<u>Role/Responsibility (Title)</u>
<u>Steven M. Shiver, FAIA</u>	<u>Principal-in-Charge</u>
<u>Bennett Hill, AIA</u>	<u>Project Manager</u>
<u>Liz Katz, AIA</u>	<u>Lead Project Architect</u>
<u>Mark Gifford, AIA</u>	<u>Project Designer</u>
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**3. Architect’s Responsibilities**

3.1 The Architect’s services shall be performed expeditiously, and in a manner that facilitates the timely and orderly progress of the Project consistent with the Scope of Services (Exhibit A), Owner’s List of List of Deliverables (Exhibit B), Owner’s Program (Educational Specifications), Owner’s Production Schedule (Exhibit C), and Owner’s construction budget. Architect and Owner agree that the Owner may from time to time adjust the Production Schedule

for the performance of the Architect's services as the Project proceeds. The Architect's compensation, rates and fees are effective through the term of this Agreement and Owner's minor adjustments to the Production Schedule will not be a basis for additional compensation.

3.2 The Architect shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all studies, analyses, designs, drawings, specifications, reports and other services performed by the Architect under this Agreement. Architect's Schematic Design Documents, Design Development Documents and the Construction Documents, including Drawings and Specifications, and other work product shall be prepared in accordance with all applicable government laws, codes, rules, ordinances and regulations, including without limitation, those pertaining to land use, zoning, building, barriers to the handicapped, environmental protection, state and federal ADA requirements, fire safety, and other regulations affecting the Project.

3.3 The Architect shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, reports and other services. Architect shall perform its services to conform, at a minimum, to the level of professional standards provided by professionals in the same discipline practicing in the Project's location and under the same or similar conditions. Architect shall prepare its plans, specifications, and work product to facilitate construction of the Project in the most cost effective manner consistent with the Owner's intended use, construction budget, and overall Project Program.

3.4 Architect shall design and deliver its work product in a fashion that meets Owner's construction budget. Architect acknowledges that Owner's construction budget may change from time to time and that Owner requires flexibility in its budget in order to complete the Project. Owner's most-recent construction budget will be provided to Architect at the beginning of each design phase. Architect's designs may be priced by Owner at the completion of each design phase. If, at the end of a design phase, the estimated cost of performing the work inferred from and depicted in Architect's designs (and/or related work product) exceeds Owner's most-recent construction budget, Architect must modify Architect's designs and work product, at no cost to Owner, to reduce the estimated cost of performing such work to within Owner's construction budget.

3.5 Architect's requests for information from and decisions by Owner shall be made in such a time and in such a manner that allows Owner sufficient time for evaluation and response. Any approval by the Owner under this Agreement shall not in any way relieve the Architect of responsibility for the technical accuracy and adequacy of its services. Neither the Owner's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

3.6 Based upon the Owner's Program, List of Deliverables, Production Schedule and construction budget, the Architect shall prepare, for approval by the Owner, Conceptual Design, Schematic Design, Design Development and Construction Documents consisting of drawings and specifications, as agreed upon in Exhibits A and B.

3.7 The Architect shall assist the Owner in preparing and filing all documents necessary for government approvals.

3.8 The Architect shall provide the needed manpower to complete the Architect's services as required by the Owner's Production Schedule. Expenses incurred by Architect that are necessary to meet the Owner's Production Schedule, including paid overtime, are included in the Basic Services and Basic Fee.

3.9 The Architect shall not exceed the time limits established by the Owner, except for unforeseeable events that are both (1) outside its control and (2) not reasonably anticipated (and could not have been anticipated by an experienced and competent design consultant) when preparing the Basic Fee for Basic Services ("Unforeseeable Events"). An Unforeseeable Event may be a basis for extending the time limits established by Owner, and/or increasing the Basic Fee, but only if Architect promptly delivers written notice of a claim as provided in Section 5.

3.10 The Architect shall, in conjunction with the Owner, Construction Services Group (CSG), and Owner's consultants explore and propose value-engineering alternatives for reducing the construction cost of the Project. Based upon Owner-approved value engineering alternatives, the Architect, in conjunction with its sub-consultants, shall revise the Project design to implement the value engineering alternatives as a part of its Basic Services and Basic Fee.

3.11 The Architect shall fully coordinate and integrate its designs and work product with all of its sub-consultants' designs and work product, as well as that of Owner's Consultants, so that all design elements are properly integrated and incorporated into the Project.

3.12 The Architect shall coordinate its design with the technical reports, work product, and information prepared or provided by others, including: architectural, structural, geotechnical, acoustic, environmental, land title and all other reports prepared for the Project.

3.13 The Architect shall perform construction administration services in an expeditious manner that does not result in delay to the Project.

3.14 The Architect shall make site visits as needed or requested by Owner to become familiar with the progress and quality of construction and to determine if the work is being performed in a manner indicating that, when completed, will be in general accordance with industry standards and the Contract Documents. The Architect shall not be responsible for the Construction Contractor's acts, errors, omissions, failures to construct in accordance with the Contract Documents, for jobsite safety or for construction means, methods and sequences not specified in the drawings, notes reports or other documents prepared by the Architect; however, notwithstanding the above, the Architect will notify the Owner if he or she observes any errors, omissions, safety violations or questionable means and methods.

3.15 The Architect shall be and shall remain liable to the full extent of the law for all damages to the Owner resulting from errors, omissions and/or negligent performance of any of the services furnished under this Agreement, whether performed by Architect or its sub-consultants.

3.16 Architect warrants that, on the first page of the Agreement, it has identified all sub-consultants that Architect will hire for the Project. Architect will remove from the Project any

sub-consultant (and/or any employees of a sub-consultant) assigned to the Project, if Owner considers such removal necessary.

3.17 Architect's agreement with any sub-consultant (Exhibit "F") must bind the sub-consultant to the Architect to the same extent as Architect is bound to Owner under this Agreement, and require the sub-consultant to assume toward Architect all of the obligations and responsibilities that Architect assumes toward Owner under this Agreement. To that end, Architect's agreement with any sub-consultant must:

3.17.1 Include a requirement that the sub-consultant procure the insurance coverage below, except at commercially prudent limits in light of the scope of services provided by sub-consultant;

3.17.2 Require the sub-consultant to subordinate its lien rights in the same manner as Architect is required to subordinate its rights;

3.17.3 Require sub-consultant to indemnify Architect *and* Owner in the same manner that Architect must indemnify Owner;

3.17.4 Provide for the removal of unfit personnel as provided under this Agreement;

3.17.5 Include claim notification requirements, allowing Architect to reject untimely/undocumented claims for additional compensation and time, and allow Architect to withhold payments based on sub-consultant's breach of its obligations.

3.17.6 Require sub-consultant to be joined and included in the disputes procedures described below;

3.17.7 Include default, suspension, and termination for cause and convenience clauses that mirror such respective clauses in this Agreement;

3.17.8 Not include any liability limitation and or waiver of consequential damages clause, unless approved in advance by Owner in writing; and

3.17.9 Be presented to Owner for approval as to form, which approval will not be unreasonably withheld, and name Owner an intended beneficiary of (but not a party to) the Agreement.

#### **4. Use of Documents**

4.1 All writings or works of authorship, including, without limitation, all drawings, specifications, designs, discoveries, creations, reports, notes, documentation, products, documents, information and materials made, conceived or developed by Architect or its sub-consultants, which result from, or relate to, the Architect's services on this Project, including project-specific material contained on computer programs, are collectively referred to herein as "Work Product." Architect hereby grants to Owner an exclusive, irrevocable, fully paid-up, perpetual, royalty-free, sublicenseable license to use, copy, display, operate, maintain, support, modify, enhance, and

make derivative works from, the Work Product for Owner's and its Owner's consultants' and contractors' use in Owner's Enjoyment (as defined below). Owner and its Owner's consultants and contractors (including, without limitation, design professionals) may make copies, including reproducible copies, and derivative works of the Work Product for information and reference in connection with Owner's Enjoyment. "Owner's Enjoyment" means use and occupancy of the Project, additions to the Project, and completion of the Project by others. However, Architect will have no responsibility to Owner for claims to the extent caused by modifications made to the Work Product by others without Architect's involvement or written approval. Architect agrees to execute any such further documents as may be necessary or appropriate to protect or enforce the rights set forth in this Use of Documents Section. Architect agrees to include and enforce appropriate provisions in all agreements with its sub-consultants to establish Owner's use of Work Product as described in this Section. Architect warrants and represents that the Work Product will not infringe the copyright, other Intellectual Property Rights, or any other rights of any third party.

4.2 Architect shall provide a complete Project Manual and Specifications to cover the scope of work for the Project for all Construction Specifications Institute Divisions. The Project Manual and Specifications shall be written and/or modified to conform to the requirements of this Project and shall include only those sections required to build this Project. Unedited, "boiler plate" Specifications are unacceptable. Owner shall have the right to review and approve specifications, drawings, etc., as they are prepared by Architect; however, neither Owner's review or approval thereof, nor Owner's failure to comment thereon shall in any way alter Architect's responsibilities and liabilities under this Agreement to furnish Services as required under this Agreement.

## **5. Dispute Resolution**

5.1 In the event a dispute arises between the Owner and the Architect, the Architect shall continue to perform its services without interruption or delay, provided that the Owner pays all undisputed amounts due the Architect.

5.2 Architect must submit a written notice (in reasonable detail) of any claim for additional time or compensation within thirty days of the event giving rise to the claim or Architect's knowledge of such event, whichever is later. In the event the dispute arises over additional compensation and/or time sought by Architect, then, within thirty days of Owner disputing Architect's claim, Architect must (1) gather all documentation directly supporting the claim (to the extent not already submitted and as requested by Owner); (2) prepare a narrative justifying the time or compensation sought, such that a person unfamiliar with the dispute would understand the basis for the claim; and (3) submit the foregoing and claim amount/time to the Owner, along with a certification by the Architect that the amounts and time claimed are true and accurate. Failure to submit a claim as required in this Section results in waiver of the claim. Nothing in this Section relieves Architect of its other obligations under this Agreement.

5.3 Claims, disputes and other matters in question between the parties to this Professional Services Agreement, arising out of, or relating to this Professional Services Agreement or breach thereof shall be submitted to binding Arbitration administered by the American Arbitration Association. The parties agree to waive any arbitration rights afforded under this provision should either of them be sued by a third party by reason of their involvement in this Project and said suit cannot be made subject to arbitration.

5.4 Any arbitration arising out of or relating to this Agreement may include by consolidation, joinder or in any other manner, any additional person not a party to this Agreement to the extent necessary for the complete and final resolution of the matter in controversy. The Arbitration shall be conducted in accordance with the American Arbitration Association's Rules for the Construction Industry. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction.

5.5 The Owner and Architect shall endeavor to resolve claims, disputes or other matters in question arising out of this Agreement by mediation as a condition precedent to arbitration or the institution of legal proceedings unless the parties mutually agree otherwise. Request for mediation shall be filed in writing with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or order of the Arbitrator. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

5.6 In the event of arbitration or litigation between the Parties, the prevailing party shall be entitled to reimbursement of their reasonable costs, including without limitation any attorney's fees, court costs, and testifying expert fees, incurred in connection with the arbitration, litigation, or appeal thereof from the non-prevailing party.

5.7 Architect must within 120 days of Substantial Completion serve on the Owner and file with the American Arbitration Association, any Claim, lawsuit, demand, or cause of action, for compensation, extension of time, or any other relief by Architect, arising out this Agreement or related to the Project; otherwise the Claim, lawsuit, demand, or cause of action is forever barred.

5.8 The parties shall share the mediator's and Arbitrator's fee and the filing fee equally. The mediation and arbitration shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Decisions of the Arbitrator shall be binding and shall be enforceable in any Court having jurisdiction over the action.

## **6. Termination For Convenience or Default / Suspension**

6.1 This Professional Services Agreement may be temporarily suspended or terminated at the convenience of Owner with seven (7) days written notice by the Owner to the Architect. In the event of suspension or termination, Architect shall be compensated for services performed up to the time of suspension or termination, together with Reimbursable Expenses then due, as Architect's sole remedy. In the event of temporary suspension of the performance of services under this Agreement, the Architect shall be compensated for services performed up to the time of suspension together with Reimbursable Expenses then due. If the suspension exceeds 30 days, at such time as the services are resumed, the Architect shall be entitled to a reasonable and mutually acceptable adjustment in compensation. The Architect's compensation shall not be adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. Owner may, at Owner's sole discretion, delete items of services covered under this Agreement

and/or delete portions of the total services to be performed under the Agreement without otherwise changing the terms and conditions of the contract. For deletions or reduction in the overall services, Architect shall make no claim for lost profit or additional overhead.

6.2 Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in completing the Project. The Architect agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project, including Architect's work product, and consents to and authorizes the making of any reasonable changes to the design of the Project as the Owner and such other architect may desire. Any services provided by the Architect that are requested by the Owner after the date of termination shall be fairly compensated by the Owner pursuant to mutual agreement on the amount of compensation prior to the performance of such services.

6.3 Owner may terminate Architect for cause/default in the event that either (1) Architect fails to diligently and expeditiously prosecute its services; (2) the quality of Architect's work product fails meet the standards required under this Agreement; (3) Architect fails to staff the project with experienced and qualified personnel as required under this Agreement and/or a Key Employee has failed to demonstrate he/she is committed to the Project; or (4) Architect breaches any material provision of this Agreement. Owner will provide Architect written notice of Owner's intent to terminate. The notice will provide Architect seven (7) days to cure its default. In the event Architect fails to cure its default within that seven (7) day period, the Agreement will automatically terminate. Upon termination, Architect is entitled to no further payment from Owner until the completion of the Project, subject to the conditions herein. Owner may offset all its direct and consequential damages resulting from Architect's default, including legal fees and costs, against payments otherwise due Architect. If, after the Owner has been made whole and applied its offsets, sums remain due and owing Architect, Owner will remit payment of those sums within ninety (90) days of final completion of the project.

6.4 In the event the Owner's termination for cause is deemed invalid or unjustified, then such termination shall automatically become a termination for convenience under this Section, and Owner will compensate Architect for services performed up to the time of the original termination notice, as provided in Section 6.1.

## **7. Governing Law**

7.1 This Agreement shall be governed by the law of the place of the Project.

## **8. Indemnity Obligations**

8.1 To the fullest extent permitted by law, Architect agrees to defend, indemnify and hold harmless Owner, ESD112, CSG and their respective officers, directors, members, partners, agents, employees and volunteers (individually each an "Indemnified Party" and collectively the "Indemnified Parties") from all claims, liability, damages, losses, causes of action, and expenses, including, but not limited to, attorneys' fees, expert witness fees, court costs, or other costs of any nature related to either Architect's breach of any material representation or warranty or covenant in this Agreement and/or performance or non-performance of its services under this Agreement (hereinafter singularly and collectively referred to as "Indemnity Claims"), but only to the extent



directly or indirectly caused by the negligence or willful misconduct of the Architect, anyone employed by them, or anyone for whose acts they may be liable. The parties specifically and expressly agree that if Indemnity Claims are caused or alleged to be caused in part by any joint or concurrent negligent act (either active or passive) or omission by an Indemnified Party, the Architect shall indemnify, defend and hold harmless such Indemnified Party, as provided above, from such Indemnity Claims to the extent such Indemnity Claims arise out of or result from the negligence or willful misconduct of the Architect or anyone directly or indirectly employed by them, or anyone for whose acts the Architect may be responsible or liable. In no event shall the Architect be obligated to indemnify an Indemnified Party for Indemnity Claims which arise out of or result from the sole negligence of such Indemnified Party or its agents, servants or independent contractors who are directly responsible to such Indemnified Party, excluding the Architect herein.

8.2 In claims against any person or entity indemnified under this Section 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 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."

THE OWNER AND THE ARCHITECT ACKNOWLEDGE THAT THE ABOVE WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES. OWNER'S INITIALS: (\_\_\_\_) ARCHITECT'S INITIALS: (\_\_\_\_)

## 9. Insurance

Architect shall, at all times and at its sole cost and expense, procure and maintain separate policy or policies of insurance as required below. If Architect's standard coverage limits exceed the coverage limits specified, then the higher limit shall apply.

9.1 Commercial General Liability Insurance. Commercial General Liability on an "occurrence" basis including coverage for Premises and Operations Liability, Products and Completed Operations, Contractual Liability, Independent Contractors, Stop Gap/Employer's Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards, and Personal Injury Liability. Such insurance will provide limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, with coverage limits to be on a "per project" basis. Coverage limits can be achieved with a combination of the primary and umbrella/excess policies. Products/Completed Operations Liability Insurance will be provided for a period of at least six (6) years after completion of the Work. Coverage will extend to the indemnification by Architect as set forth in the Agreement. Provide for a minimum of \$5000 deductible. Any deductible or self-insured retention must be disclosed and is subject to approval of Owner. The policy for the Architect shall include, without limitation, coverage for hazards commonly referred to as "XCU" and shall contain a severability of interests provision.

9.2 Automobile Liability Insurance. A policy of Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles providing a minimum limit for Bodily

Injury and Property Damage of One Million Dollars (\$1,000,000) per combined single limit each accident. Limit can be achieved with a combination of the primary and umbrella/excess policies.

9.3 Worker's Compensation Insurance. Statutory Worker's Compensation and Employers Liability insurance as prescribed by applicable law.

9.4 Owner as an Additional insured on Policies. The Commercial General Liability and Automobile Liability and Umbrella/Excess Liability insurance policies required by this Agreement shall name each of the Indemnified Parties as additional insureds on a primary and non-contributory basis on Forms CG 20 26 and CG 20 37 or their equivalents. Carriers furnishing insurance shall be required to waive all rights of subrogation against Owner. The Architect shall obtain the written agreement on the part of each insurance company to notify Owner at least forty-five (45) days prior to cancellation or non-renewal of any such insurance, except ten (10) days' notice of cancellation due to non-payment of premium.

9.5 Evidence of Insurance. With respect to each policy, the Architect shall provide Owner (in a form acceptable to Owner), prior to commencement of Architect's services, proof that it has procured the requisite insurance, including copies of any applicable policies, declaration pages, and/or endorsements. ARCHITECT SHALL NOT BE ENTITLED TO COMMENCE SERVICES UNTIL OWNER HAS RECEIVED AND APPROVED THE CERTIFICATE OF INSURANCE.

9.6 Primary Coverage/A.M. Best Rating. Architect's insurance shall be primary and not contributory to that carried by Owner. The company or companies writing any insurance that Architect is required to maintain under this Agreement, as well as the form of such insurance, shall at all times be subject to Owner's approval, and any such company shall be licensed to do business in the state in which the Agreement or operations are located. Such insurance companies shall have an A.M. Best rating of A-IX or better or subject to Owner's approval.

9.7 Errors and Omissions. Architect shall maintain throughout the period of this Project and for a period of six (6) years thereafter, a standard professional errors and omissions insurance policy of a form and with an insurance company satisfactory to Owner. Architect shall assure that any and all sub-consultants engaged or employed by Architect shall carry and maintain similar professional errors and omissions and comprehensive general liability insurance with reasonably prudent limits (no less than \$500,000) in light of the services to be rendered by such sub-consultant. Architect's and engaged sub-consultant's insurance policies shall incorporate a provision requiring giving written notice to Owner at least sixty (60) days prior to any cancellation, non-renewal or material modification of the policies. Architect's professional errors and omissions insurance will be in the minimum amount of \$2,000,000 per occurrence and \$5,000,000 in the aggregate, including contractual liability, with all coverage retroactive to the earlier of this Agreement or the commencement of Architect's design services in relation to the Project. The Architect's sub-consultant's professional errors and omissions, insurance will be in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including contractual liability, or in an amount as agreed by the Owner.

## **10. Contract Price, Payment Schedule & Additional Services**

10.1 Owner agrees to pay Architect a Basic Fee for Basic Services as provided in Exhibit D.

10.2 Architect has carefully reviewed Owner's Program, Owner's schedule, and Owner's construction budget, and warrants that it has the skill, experience, and forces to accomplish the services identified in Exhibit A, and those services reasonably inferred therefrom or anticipated to be performed in conjunction therewith, within the time schedules provided by Owner and for the Fixed Fee or within the not-to-exceed amount, whichever is selected.

10.3 This Agreement and the fees noted herein include all services performed in connection with this Project, including services performed and payments made prior to the date of this Agreement.

### **10.4 Reimbursable Expenses.**

10.4.1 All plotting, progress set printing, local travel within the Project area, telephone calls, and similar incidental expenses are included in the Basic Fee.

10.4.2 Computer aided design, drafting, data storage, posting and hosting shared file sites, and furnishing or transmitting electronic files and plotting for this Project are included in the Basic Fee. Reproduction for Owner's major printing (permit application, bidding, and construction sets) will be a Reimbursable Expense if performed by the Architect; or at Owner's direction shall be done by Owner's printing supplier from Architect's reproducible plots and/or electronic files, which will be provided to the printer at no extra cost.

10.4.3 Delivery courier costs and other non-incidental expenses necessary for the performance of Architect's services shall be a Reimbursable Expense. Reimbursable Expenses will be subject to a mark-up multiplier of 1.10 times the actual documented direct cost of the item.

10.5 Monthly Billings shall be prepared and received in the Owner's office with a copy to Owner's Representative by the 25<sup>th</sup> day of the month for services performed through the billing date. Any Billings, including back-up invoicing, submitted after that date will be processed in the next billing cycle. Payments will be made approximately on the 20th day of the month after Billings are received. Billings shall represent the percentage of services complete by services sub-phase as documented by the actual services performed and allowing a sufficient remaining amount to complete the scope of services within the balance unbilled. Billings must be accompanied with the appropriate Lien Waiver and Releases, which are attached as Exhibit E to this Agreement. By submitting its Billings, Architect is representing and warranting to Owner that, as of the date Billings are submitted, there are no outstanding liens or claims arising from labor, materials, equipment, and services furnished by Architect (and those for whom it is responsible), and, further, that all Services have been paid in full to date or are included in the amount requested in the current application. Any claims for additional compensation, time, or other relief arising or accruing through the date of the pay application that are not expressly identified in a pay application, and which have not otherwise been submitted in accordance with this Agreement, are expressly waived by Architect.

10.6 Architect shall be entitled to receive progress payments for each stage or phase of services completed, subject to deduction by Owner for losses or damages incurred, or reasonably anticipated to be incurred, by Owner resulting from Architect's breach of its obligations under this Agreement or imposed by law. Architect shall submit all invoices for services and Reimbursable Expenses, to Owner's office for approval by Owner. Additional Services must be listed as a separate item.

10.7 No Additional Services can be performed without written authorization signed by Owner. Upon request of additional services by Owner, Architect will send a written request that includes a description of the extra services, justification why such services are not included in the Basic Services, and a not-to-exceed amount for the Additional Services, to be approved and signed by Owner, before such services commence. Additional Services will be charged on an hourly basis per hourly rate schedule as provided in Exhibit D, which may be discounted from Architect's currently standard billing rates, up to but not exceeding the not to exceed amount approved for completing the Additional Services contemplated.

10.8 The hourly rates for Additional Services performed pursuant to this Professional Services Agreement include all salaries, benefits, overhead, general and administrative costs, except those administrative costs which are Reimbursable Expenses listed herein. The agreed-upon rates are effective through project completion, and will not be subject to change for any reason.

10.9 Should Owner and Architect disagree on whether or not all or some portion of the Additional Services requested are in fact Additional Services or Basic Services, the Architect shall nonetheless proceed as directed in writing by the Owner, separately account for the services as described above up to the not to exceed limitation, and the matter shall be submitted to dispute resolution as provided herein. Under no circumstances will such dispute be a cause for Architect to delay or stop performing such services. Failure to diligently prosecute either Basic Services or Additional Services, whether the subject of a payment dispute or not, is a material breach of this Agreement and basis for termination of the Architect for default.

10.10 Miscellaneous.

10.10.1 [Intentionally Deleted]

10.10.2 Owner and Architect acknowledge that each party and its counsel have had an opportunity to review this Agreement and no ambiguity will be construed against any party based on a basis that that party drafted the ambiguous language.

10.10.3 If any provision of this Agreement is held invalid or unenforceable, it will not affect the validity or enforceability of any other provisions herein.

10.10.4 Architect is not permitted to assign any rights or obligations arising under this Agreement to a third party, unless Architect has first secured express written approval of Owner. Owner retains full discretion to reject such an assignment. Any assignee approved by Owner must agree to assume and be bound by all terms and conditions of this Agreement. Any attempted assignment that fails to comply with this Section is void. Owner may assign this Agreement or any rights hereunder to a third party, including without limitation a financial lender

or affiliate of Owner. Owner's assignee must assume all of the obligations of the Owner under the Agreement which are so assigned and, Owner shall be released from all liability arising subsequent to the date of the assignment, with respect to any portion of the Agreement assigned to said assignee.

10.10.5 Architect warrants and represents that Architect shall not knowingly or negligently communicate or disclose at any time to any person or entity, information relating to pricing, project statistics, or the proprietary aspects of the drawings or specifications relating to Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Contract, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Architect, or (iv) as may be required to perform its services or by law. This Agreement may be shared with a sub-consultant(s) or other Project participants whose agreement with the Architect is predicated on and/or makes reference to this Agreement. Architect shall refer all media inquiries to the Owner, shall not discuss project information with the media without Owner's prior approval, and shall require all of its sub-consultants to do the same.

10.10.6 [Intentionally Deleted]

## 11. Authorized Representatives and Notification

11.1 The Owner designates David Holmes as the person authorized to accept and sign on the Owner's behalf any documents required in connection with the design and construction of the Project. The Architect designates Steven Shiver, FAIA as the sole person authorized to accept and sign on the Architect's behalf any documents required in connection with the design and construction of the Project. Change of designation can be made by written notice signed by David Holmes, on behalf of La Center School District, and by Steven M. Shiver, FAIA, on behalf of NAC, Inc.

11.2 Notices to the Owner shall be to the attention of David Holmes with a copy to the Owner's designated Representatives, and to the Architect to the attention of Steven M. Shiver and Bennett Hill.

ARCHITECT:

OWNER:

By:



Name: Steven Shiver, FAIA

Title: Principal

Date: May 16, 2018

By:

Name: David Holmes

Title: Superintendent and Secretary to  
the Board of Directors

Date: \_\_\_\_\_

## Exhibit A

### SCOPE OF SERVICES

#### ARCHITECT'S SERVICES AND SCOPE OF WORK

The Scope of Work to be performed by Architect under this Agreement is that outlined in and reasonably inferable from this Exhibit "A." Owner may direct Architect to perform services in addition to those outlined in and inferable from this Exhibit "A," such services constituting Additional Services that may be the basis for a change in compensation if first authorized by Owner in writing. (See Exhibit "D") Architect shall review laws, codes, and regulations applicable to the services of Architect. Architect shall respond in the design of the Project to requirements imposed by local, state and federal governing authorities having jurisdiction over the Project. The Scope of Work shall include all civil engineering, architectural design, structural framing and foundation engineering, landscape architecture, electrical (on and offsite electrical service, fire alarm, security, telecommunications), mechanical, plumbing, drainage and provide for fire protection systems, connections, mains, drains, capacity and flow requirements for Fire Protection engineering performed by General Contractor's Fire Protection Sub-Contractor, and all other design and engineering work of other disciplines (except for the engineering provided by Owner's Consultants) required for the design of the Project in accordance with this Agreement, applicable law, and the requirements of local, state and federal governing authorities.

Architect shall serve as Architect of Record for the Project. Architect shall, either by itself or via its sub-consultants as the case may be, serve as Engineer of Record for all structural framing, foundation, mechanical, and other engineering for the Project.

The following items shall, without limiting the foregoing, be included in the Scope of Work:

#### I. Conceptual Design Phase

- A. Verify Owner's program so that Architect and Owner have a mutual understanding of the Project requirements.
- B. Collaborate and work with Owner to create/complete Educational Specifications for the New school facility.
- C. Prepare for the Owner's use a Master Design Schedule detailing design phases through construction.
- D. Lead and prepare all material and submittals, including SEPA and related elements, required for the Land Use pre-Application with local jurisdiction.
- E. Complete Land Use Planning and permitting application process.
- F. Prepare a preliminary site plan utilizing the appropriate zoning ordinances, building codes and site restrictions applicable to the project.
- G. Provide, parking, density and other required zoning calculations.
- H. Provide conceptual site and floor plans for Owner's review and approval.
- I. Provide dimensioned building plans including all non-typical floors for each building type. Include all handicap required entries, code required exits and building step downs.
- J. Provide preliminary finish floor elevations, step downs, walls or other preliminary notes necessary. Coordinate finish floor elevations with other Consultants.
- K. Provide preliminary building code review.

#### II. Schematic Design Phase

- A. Architect shall provide Schematic Design Documents based on the mutually agreed-upon program and schedule. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components, and shall include:

- B. Prepare Schematic Design Documents based on programmatic information provided by Owner, and local zoning and building regulations as appropriate.
- C. Drawings shall include dimensioned floor plans, building floor plans, roof plans, building sections, and exterior elevations, common and amenity areas, all handicap required entries, code required exits and building step downs and any other associated areas required to describe the design intent of the project.
- D. Preliminary finish floor elevations, step downs, or other preliminary building elevation notes shall be furnished.
- E.
- F. Attend meetings with Owner and other design consultants as required.
- G. Prepare and distribute meeting agendas and meeting notes.
- H. Prepare and distribute, as a minimum, Schematic Design Deliverables described in Exhibit "B" to the Agreement.
- I. Architect shall incorporate changes requested by Owner.

### III. Design Development Phase

- A. Prepare Design Development Documents that reflect and refine the approved Schematic Design, including schematic structural and mechanical, electrical, plumbing and fire protection ("MEPF") concept designs.
- B. Prepare Design Development Progress Set and issue for pricing purposes as directed by Owner.
- C. Attend meetings with Owner and other design consultants as required.
- D. Prepare and distribute meeting agendas and meeting notes.
- E. Prepare and distribute, as a minimum, Design Development Deliverables described in Exhibit "B" to the Agreement.
- F. Architect shall incorporate changes requested by Owner.

### IV. Construction Documents Phase

- A. Prepare Construction Documents that reflect Design Development Documents approved by Owner.
- B. Prepare Construction Documents in sufficient detail for building permit approval and the construction of the Project.
- C. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project.
- D. Construction budget
  1. The construction budget shall be the total cost or the estimated cost to Owner of all elements of the Project designed or specified by Architect. The construction budget shall include the cost at current market rates of labor and materials furnished by Owner and equipment designed, specified, selected or specially provided for by Architect, including the costs of management or supervision of construction or installation provided by a contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work. Construction budget does not include the compensation of Architect and Architect's sub-consultants, the costs of the land, rights-of-way, sales tax and financing or other costs that are the responsibility of Owner.
  2. If the Bidding has not commenced within ninety (90) days after Architect submits the Construction Documents to Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to Owner and the date of which proposals are sought.
  3. If, following a competitive bidding process, the construction budget (adjusted as provided above) is exceeded by the lowest bona fide bid, Owner shall:

- a. give written approval of an increase in such fixed budget limit, as permitted by law;
  - b. authorize rebidding or renegotiating of the Project or any parts thereof within a reasonable time, as permitted by law;
  - c. terminate this Agreement for convenience; or
  - d. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
4. If Owner chooses to proceed under option (d) above, Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the fixed limit.
- E. Prepare and issue progress Construction Documents Packages at 65% (Preliminary Bid Set) and 90% (Bid/Permit Set) completion for Owner's review, comment, and written approval. Progress Construction Document Packages shall include, as a minimum, plans, sections, elevations, typical details, construction notes and specifications. Owner's comments shall be incorporated into the Final Construction Documents Package. Owner-initiated changes, after written approval, that are directed after Architect has completed and issued the Final Construction Documents Package shall be addressed as changes in the Scope of Work, unless such changes result from errors, omissions, or incompleteness of the Final Construction Documents Package.
  - F. Ensure that dimensions of architectural, structural, MEPF and other design elements are basically achievable and compatible with each other, (i.e. design elements fit together without resorting to unusual and/or expensive measures on part of Owner or Owner's Contractors) prior to issuance of Final Construction Documents Package. Architect will not be responsible for final coordination of construction; however, failure of Architect to ensure basic compatibility of design shall be considered an error or omission on the part of Architect.
  - G. Ensure that Final Construction Documents contain sufficient, accurate dimensional information to enable construction of Project to proceed in an expeditious manner. Failure of Architect to timely provide sufficient, accurate dimensional information shall be considered an error or omission on the part of Architect.
  - H. Provide, at a minimum, three (3) alternative competitive products or manufacturers for each specified component of the Project, unless otherwise agreed to by the Owner Architect shall not be entitled to additional compensation for review of any alternative submitted by Contractor, if Architect has not first provided at least three (3) alternatives in specifications.
  - I. Ensure that Construction Document Packages define the design intent and describe the Scope of Work of the Project.
  - J. Attend meetings with Owner and other design consultants as required.
  - K. Prepare and distribute meeting agendas and meeting notes.
  - L. Prepare and distribute, as a minimum, Construction Document Deliverables described in Exhibit "B" to the Agreement.

V. Bidding Phase

- A. Attend meetings with Owner, contractors and subcontractor bidders as necessary and permitted by law to review, discuss and interpret the Contractor's scope of work for the Project as described in the Construction Documents.
- B. Prepare and distribute meeting agendas and meeting notes with the Owner.
- C. Prepare and issue all bid addenda.
- D. Prepare written responses to questions submitted during the bidding phase, and similar items that are generated by Owner, contractor or subcontractor bidders, or others during the Bidding Phase. Distribute written responses to Owner, all other consultants employed by Owner, and all contractor bidders. Written responses shall be of sufficient detail and clarity to provide full and comprehensive resolution of the item. Written responses shall be in the form of sketches, memoranda, to be included in bid addenda.

VI. Construction Phase



- A. Assist Contractor in preparation of list of all shop drawings and submittals expected from Contractor. *See also* Item VIII below for Architect's submittal responsibilities.
- B. Answer questions from Contractor regarding the Construction Documents, respond to Requests for Information (RFI's), and provide technical services and other in-house activities as required. The response period for the above shall be a maximum of five (5) business days from the date of receipt from Contractor.
- C. Perform Architectural Site Visits:
  - 1. A "Site Visit" is defined as one (1) person-day of eight hours, exclusive of travel time; however, should Architect determine that more than one person is needed to perform the service required, then the additional persons shall not be considered to count as additional Site Visits.
  - 2. Architectural observations for compliance: Periodic Site Visits, averaging out to one (1) site visit per week during Construction Phase, for purposes of observation for compliance and comment.
  - 3. Structural framing and foundation observations for compliance: Periodic Site Visits at appropriate intervals of the Project. Each building or phase must be inspected and approved for substantial compliance to plans and specifications.
  - 4. MEPF observations for compliance: Periodic Site Visits at appropriate intervals of the Project. Each building or phase must be inspected and approved in writing for substantial compliance to plans and specifications.
  - 5. Monthly Site Visits to attend requisition review meetings and review of Contractor's Application for Payment. Based on Architect's observations and evaluations of the Contractor's application for payment, Architect, within five (5) days after receipt of the Application for Payment, shall review and certify to Owner the amounts due the Contractor and, upon Owner's approval, shall issue certificates in such amounts. Architect's certification for payment shall constitute a representation to Owner, based on Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to further evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by 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.
  - 6. Site Visit for Substantial Completion Observation, including observation as required to review and supplement the Contractor-prepared punch list for entire scope of Project. Substantial Completion Observations are included in Base Services but not included in monthly observation visits.
  - 7. Site Visits for follow-up observations as required to recommend to Owner the date of Substantial Completion and completion status of punch lists. The procedure for Architect recommending the date or dates of Substantial Completion shall be as follows: Promptly after the Contractor has submitted to Owner a punch list of incomplete items and has informed Owner and Architect that, in the Contractor's opinion, the Work or designated portion thereof is Substantially Complete as set forth in the Contract Documents, Architect shall conduct an on-site observation with Owner to assist Owner in determining the date of Substantial Completion and in supplementing the Contractor's punch list of items remaining to be completed. Architect shall execute and issue to Owner a Certificate

of Substantial Completion (AIA Document G704 or modifications thereto or similar document required by the Owner) when Architect has determined, after review and consultation with Owner, that the Contractor has achieved Substantial Completion of the Work or designated portion thereof in accordance with the Contract Documents. For purposes of issuing the Certificate of Substantial Completion, Architect shall consider the Contractor's compliance with the requirements for Substantial Completion set forth in the Contract for Construction and other Contract Documents, and if Architect determines that any such requirement has not been met, Architect immediately shall inform Owner in writing of such unmet requirement(s). Owner at its sole election, which shall be binding on Architect, may then decide whether to have Architect execute and issue the Certificate of Substantial Completion without regard to any or all of the unmet requirements, provided that the Work or designated portion thereof is sufficiently complete so Owner can occupy or utilize the Work or designated portion for its intended use. In such a case, Architect shall execute and issue the Certificate of Substantial Completion without regard to those unmet requirements per Owner's direction, with the unmet requirements being set forth in the Certificate of Substantial Completion as items to be completed or corrected along with the other punch list items described in the Certificate.

8. Additional Site Visits, with prior written approval by Owner, shall be billed on a lump sum per visit fee as set forth in Exhibit "D".
- D. Architect shall execute (as the "Architect") the AIA Document G702 Application and Certificate of Payment (with modifications thereto or a similar document as required by the Owner) submitted by the Contractor, and shall execute other documents reasonably required of Architect in the normal course of business. The amount approved by Architect in the Certificate of Payment shall be the amount approved by Owner for payment to the Contractor.
- E. At request of Owner or its assignees, participate in required dispute resolution between Owner and its general contractor as may be required by the contract between Owner and the general contractor.
- F. Architect shall prepare a set of reproducible "as built" Construction Documents showing changes in the work made during the construction process, based on marked-up prints, drawings, and other data furnished to Architect by Owner, contractors or subcontractors.

#### VII. Sub-consultants

- A. Architect shall provide all services described in this Exhibit "A" required for the entire, completed design of the Project, except as noted in section herein titled "Exclusions."
- B. Architect shall be responsible for coordinating the services of its sub-consultants. Architect shall be responsible for all aspects of the entire Scope of Work, regardless of whether portions are performed by the sub-consultants.

#### VIII. Shop Drawings, Submittals and Coordination

- A. Architect shall review all submittals (submittals defined as shop drawings, samples, product information, calculations, etc.) prepared by Contractor. Architect's review of submittals shall be for general conformance with the Construction Documents.
- B. Architect shall respond in writing to all submittals within seven (7) business days after the date Architect receives the submittal; this period includes any necessary reviews by sub-consultants.
- C. Architect shall be responsible for coordinating comments of the sub-consultants so that submittals returned to Contractor contain one set of combined, consistent, coordinated comments from Architect and all its sub-consultants.
- D. Architect shall affix its submittal action stamp to all submittals, regardless of whether or not an Other Consultant has also affixed its stamp. The action stamp shall be either Approved, Approved as Noted, or Correct and Return. Action noted on Architect's stamp shall govern in case of any

discrepancies between Architect's and sub-consultants' actions. Architect shall return three (3) copies (or digital format) to the Contractor and the Owner. Architect shall enter the date that the submittal was approved on the submittal schedule.

- E. Architect shall attend all consultant coordination meetings if and when requested to by Owner. If Architect's attendance at meeting is required as a result of Architect's failure to coordinate architectural dimensions and/or work of sub-consultants, then Architect will not be reimbursed for cost of attendance.

IX. Exclusions

The following services are specifically excluded from the Scope of Work. It is understood and agreed by Architect that Architect remains responsible for directing and coordinating the work of the sub-consultants performing the excluded services.

## **Exhibit B**

### **LIST OF DELIVERABLES**

The following list of deliverables is a suggested list based on Owner's expectations. This list, however, is not an exclusive list of all documents and deliverables required of Architect and sub-consultants. Instead, Architect and sub-consultants shall produce all documents necessary in accordance with the Standard of Care to fulfill Architect's responsibilities under this Agreement and under applicable law.

#### **I.**

##### **CONCEPTUAL DESIGN DELIVERABLES**

- a.) Educational Specifications
- b.) Master Project Design Schedule
- c.) Conceptual Site Plans
- d.) Conceptual Building Plans

#### **II. SCHEMATIC DESIGN DELIVERABLES**

##### **A. Architectural**

##### **1. General**

- a. Title Sheet.

##### **2. Plans**

- a. Site: General Site Plans and location required.
- b. Typical Building Plans: Overall building dimensions to be indicated.
- c. Unit and Building Tabulation, Parking, Density, Open Space Requirements. Owner to provide tabulation definition.

##### **3. Sections**

- a. Longitudinal and transverse building sections required.
- b. General profiles.
- c. Floor to floor heights.

##### **4. Building Enclosure**

- a. Typical building elevations indicating overall dimensions, floor levels and materials.
- b. Average building height.

##### **5. Design Guidelines**

- a. General description of project including architectural, structural and MEPF criteria.
- b. Preliminary Building Code Review of all federal, state and local codes, including but not limited to, ADA and FHA.
- c. Fire marshal review of MEPF requirements.

6. Specifications
    - a. Specification Recap; general specification outline describing major building components, finishes and systems. .
  7. Renderings
    - a. General overall concept if required by Owner.
  8. Prepare Conceptual Plan Submittal to governmental officials and coordinate with Owner's Consultants.
- B. Structural Framing
1. Typical Floor Framing Plan
  2. Typical Details
  3. Special Framing Items
- C. Mechanical, Electrical, Plumbing, Fire Protection
1. Performance Specifications

### III. DESIGN DEVELOPMENT DELIVERABLES

#### A. Architectural

##### 1 General

- a. Title Sheet
- b. Index of Drawings (To be approved by Owner)
- c. Building Tabulation, Parking, Density, Open Space Requirements, if any.
- d. General Notes: Include scope notes and required fire ratings, Building Code Review.

##### 2. Plans

- a. Site
  - (1) General Site Plans indicating principal grading, finishes and planting (if required).
- b. Typical Building Plans
  - (1) Overall building dimensions to be indicated.
  - (2) Column bays and/or building modules to be dimensioned.
  - (3) Show typical cores indicating MEPF space allocations for machine rooms, shafts, closets, chases and panels.
  - (4) Include critical dimensions.
  - (5) Dimension elevator platforms and clearances.
  - (6) Dimension widths of stairs and exit corridors.
  - (7) Indicate all fire ratings.
  - (8) Show all auxiliary rooms (Coordinate with MEPF) dimensioned.
  - (9) Show all code required exitways, egress and handicap
  - (10) .Furniture layout plans including alternates.

- c. Sections
  - d. Longitudinal and transverse building sections required.
  - e. General profiles.
  - f. Floor to floor heights.
  - g. Ceiling assemblies at each floor.
  - h. Wall assemblies for all wall types.
  - i. Exterior wall sections
  - j. Typical stair sections.
3. Building Elevations
- a. All major building elevations indicating overall dimensions, floor levels and materials. Cross reference with exterior wall types.
4. Exterior Wall Types.
- a. Identify exterior wall types and provide large scale elevations.
  - b. Detail most typical type, show lines of moisture and vapor protection.
  - c. Indicate step footings, step downs and adjacent walls for exterior treatment, waterproofing, etc.
5. Roofing
- a. Roofing plans of each building type including ancillary buildings.
  - b. Include typical roofing details.
  - c. Show areas of special finishes or conditions, if any, on the roofs.
6. Interior Details and Finishes
- a. Typical Interior Finishes
    - (1) Indicate finishes for each space and limits.
    - (2) Final selections to be coordinated with Owner.
7. Typical Details
- a. Include standard details per Owner's recommended details.
  - b. Include typical partition types.
  - c. Include typical stair, balcony, landing, patio, door and window details.
8. Specifications
- a. Advance Sections
    - (1) Based on the project schedule, some sections will be issued early, such as Owner's Testing and Inspection, Owner's Pre-Purchased Materials, and any sections related to early trade buy-outs.
  - b. General Conditions
    - (1) Preliminary General Conditions, Supplementary Conditions and Division One, General Requirements prior to the issue of Construction Documents.
9. Renderings (if required by Owner)

- a. Perspective renderings of exterior and principal interior spaces.

B. Structural

- 10. Framing Plans
  - a. All floors
- 11. Typical Details
- 12. Column Schedule
- 13. Foundation Plans and Details

C. Mechanical, Electrical, Plumbing, Fire Protection

- 14. Floor Plans- indicate all MEPF lines
- 15. Riser Diagrams for all MEPF lines
- 16. Detailed Apartment Layouts- indicate all device locations
- 17. Provide Elevator Diagrams

D. Jurisdictional Land Use Planning Documents for Jurisdictional Approval

X. CONSTRUCTION DOCUMENTS DELIVERABLES

A. Architectural

- 1. General
  - a. Title Sheet
  - b. Index of Drawings
  - c. General Notes: Include all required notes and fire ratings and possible additional quantities.
  - d. Building Department Notes
  - e. Zoning Notes and Diagrams
- 2. Plans
  - a. Site
    - (1) General Site Plans indicating principal grading, finishes and planting.
  - b. Ground, Typical and Primary Floors
    - (1) Overall building dimensions to be indicated.
    - (2) Dimension all breaks in the building façade.
    - (3) Column bays and/or building modules to be dimensioned.
    - (4) Show typical cores indicating MEPF space allocations for machine rooms, shafts, closets, chases and panels.
    - (5) Indicate plumbing fixtures and any special finishes in toilets.
    - (6) Include all dimensions necessary to layout all elements of the project.
    - (7) Dimension elevator platforms and clearances.
    - (8) Dimension widths of stairs and exit corridors.
    - (9) Indicate all fire ratings.
    - (10) Dimension all partitions and other elements.
    - (11) Indicate the scope of waterproofing in the mechanical rooms and toilets by shading the area.

- (12) Indicate the scope of all required concrete equipment pads and curbs, and cross reference appropriate details.
  - (13) Identify and dimension if required all building components including, but not limited to, doors, partitions, cabinets, counters, room names and numbers, door numbers, and any other building elements necessary to fully describe the project.
3. Ceiling Plans
- a. Indicate extent of ceilings, ceiling types and soffits.
  - b. Dimension ceilings including overall room dimensions, locations of lights, diffusers, grilles and any other miscellaneous attachments to the ceilings.
  - c. Provide angles and starting points for lay-in ceilings, locations and heights of soffits, and overall ceiling heights.
4. Sections
- a. Longitudinal and transverse building sections required.
  - b. General profiles.
  - c. Floor to floor heights.
  - d. Elevator Diagrams.
  - e. Ceiling sandwich at typical floors.
  - f. Exterior wall sections
  - g. Stair sections.
5. Building Enclosure
- a. Elevations
    - (1) All major building elevations indicating overall dimensions, floor levels and materials. Cross reference with exterior wall types.
    - (2) Exterior Wall Types.
      - (a) Identify exterior wall types and provide large scale elevations.
      - (b) Indicate scope of testing mockup.
      - (c) Identify performance criteria.
      - (d) Detail all exterior wall types, show anchorage to building structure and lines of moisture and vapor protection.
      - (e) Detail all exterior wall conditions including but limited to:
        - (i) Breaks in the building façade.
        - (ii) Transitions between different wall types.
        - (iii) Base and parapet conditions, including waterproofing and flashing.
        - (iv) Window, door and louver types including overall size and dimensions, and glazing type.
        - (v) Window, door and louver details including head, jamb and sill conditions, anchorage to building structure, and lines of moisture and vapor protection.
        - (vi) Any other building components attached or integral to the building enclosure including but not limited to entrances, canopies, railings and overhead doors.
  - (3) Roofing
    - (a) Include typical roofing details.
    - (b) Detail all roof penetrations.



- (c) Detail all parapet conditions.
- (d) Show all equipment pads and curbs. Provide typical details.
- (e) Show areas of special finishes or conditions, if any, on the roofs.
- (f) Detail all atypical roof conditions

6. Interior Details and Finishes

a. Typical Interior Finishes and Schedules

- (1) Provide a Finish Schedule indicating finishes for each space. Finish Schedule shall include:
  - (a) Wall material and finish.
  - (b) Ceiling material and finish.
  - (c) Floor material and finish.
  - (d) Base material and finish.
  - (e) Trim material and finish.
- (2) Provide elevations of all walls necessary to describe the scope of finishes including but not limited to paint breaks and changes in material and finishes.
- (3) Provide a Door Schedule which shall include:
  - (a) Door type.
  - (b) Door dimensions including glazing location and size.
  - (c) Door fire rating.
  - (d) Frame type.
  - (e) Frame dimensions.
  - (f) Hardware set.
- (4) Provide Hardware Schedule which shall include all hardware sets required for the project cross referenced to the Door Schedule.

b. Typical Details

- (1) Include typical partition types.
- (2) Include typical door and frame types and details.
- (3) Include typical floor details including but not limited to floor types, floor type transition details, threshold details and saddle details.
- (4) Include typical ceiling details including but not limited to ceiling types, transitions between ceiling types, ceiling end conditions, soffits and fascias.
- (5) Include typical stair details.
- (6) Include typical elevator details including but not limited to head, jamb and sill details, door and frame dimensions and finishes, platform and cab size and clearances, guide rail anchorage to structure, clear overrun dimension, pit size and depth, location and size of elevator machine room, and any other miscellaneous items related to the elevator work.

7. Specifications

- a. Provide complete Project Manual and Specifications to cover the scope of work for the project, for all Construction Specifications Institute Divisions.



1. HVAC

- a. Floor plans showing single line distribution for all floors indicating piping, ductwork and unitary equipment. All sizes should be indicated.
  - (1) Indicate perimeter system showing type.
  - (2) Indicate interior systems showing type.
  - (3) Indicate services for special equipment.
  - (4) Indicate VAV boxes, reheat coils and piping, fire and smoke dampers, air outlets.
- b. Riser and Flow Diagrams describing the system design. Indicate duct and piping sizes and systems and controls.
- c. Floor plans showing the layout of mechanical equipment rooms. Indicate fresh air intake, exhaust, return, and supply air including all piping shafts to and from the MERs.
- d. Equipment Schedule identifying all equipment. Indicate capacities, current characteristics, location and area served by equipment.
- e. Indicate any special systems such as computer rooms, kitchen, fuel oil system, etc.

2. Electrical

- a. Floor plans showing all light fixtures including all exit and emergency lights and all switching.
- b. Floor plans showing all devices for fire alarms, smoke and heat detection, sprinkler tamper and water flow, clock system, security, CRT, audio/visual, TV, communications, intercom, and building automation monitoring.
- c. Floor plans showing all power requirements including equipment location, motors, motor control centers, panels, transformers, telephone closets and outlets, elevator connections, empty conduit systems, and all power receptacles.
- d. Layout of all switchgear rooms, telephone and electric closets.
- e. Riser distribution diagram indicating incoming service, switchgear, distribution & local panels, motor control centers, transformers, emergency generator, automatic transfer switches, and bus duct and all feeders sized.
- f. Equipment schedule for lighting fixtures, switchgear, panels and motor control centers.
- g. Riser diagrams of fire alarm, smoke and heat detection, sprinkler alarms, security monitoring and telephone system.
- h. Site plan showing incoming power and telephone service with manholes and related equipment.
- i. Site lighting showing light locations and details of light poles and bollards.

3. Plumbing

- a. Floor plans showing location and quantity of fixtures, house tanks, pumps, drains and all piping systems including sanitary, storm, domestic water and fire standpipes. All sizes should be indicated.
- b. Riser Diagrams of sanitary, storm, domestic water, gas and fire standpipe systems with all pipe sizes indicated.
- c. Equipment schedule identifying all equipment and indicating their capacities, location, and current characteristics.
- d. Site plan showing new utility work for storm, sanitary, water, gas, fire services, including piping, manholes, catch basins, and hydrants. Indicate points from which utility services will be run to the building.

4. Fire Protection

- a. Floor plans indicating design, including single line distribution for all floors indicating piping and sprinkler head layout. All pipe sizes should be indicated.
- b. Riser diagram indicating sprinkler standpipes, fire standpipe, combined fire/sprinkler standpipe, etc. Indicate all pipe sizes.
- c. Equipment schedule indicating pumps, capacities, and current characteristics.
- d. Indicate special fire protection systems such as dry chemical/Halon, kitchen ansul system, etc.

\*\*\* END \*\*\*

## Exhibit C

### PRODUCTION SCHEDULE

The attached production schedule shall be considered by all parties to be an accurate and achievable time limit for the Services. Regarding these durations and completion of the Services, time is of the essence. Any changes, modifications, or extensions to this schedule must be approved in writing by Owner and Architect at least ten (10) days prior to the applicable completion for each phase of the Services as outlined below. For purposes of this Agreement, the durations indicated begin with the date of execution of the Agreement.

A detailed formal schedule, indicating dates reflective of the below durations shall be prepared by Architect within ten (10) days of execution of this Agreement.

#### Completion Dates:

Conceptual Design:	June 15, 2018
Schematic Design:	July 27, 2018
Design Development:	October 19, 2018
Permit Documents:	January 18, 2019
Contract Documents:	April 2, 2019

- \* 100% CDs (stamped and final) shall be complete within 21 calendar days of receiving governmental comments for approval.
- \*\* As Built drawings shall be completed within 60 days from receipt of “as-built” documentation from Contractor.

\*\*\* END \*\*\*