# OZARKS TECHNICAL COMMUNITY COLLEGE

# Request for Qualifications Architect/Engineering Services

March 14, 2016

Ozarks Technical Community College 1001 E. Chestnut Expressway Springfield, MO 65802 (417) 447-4806

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# REQUEST FOR QUALIFICATIONS FOR ARCHITECT/ENGINEERING SERVICES

## 1. GENERAL INFORMATION:

Ozarks Technical Community College ("OTC" or "Agency") is soliciting qualified firms to provide Architectural and Engineering Services for the OTC's various proposed and future projects. In compliance with Missouri State Statutes RSMO Section 8.285 through 8.291 contracts for services shall be negotiated on the basis of demonstrated competence and qualifications. Submitting firms will be encouraged to update their Statement of Qualifications and performance data on an annual basis.

Selection of a firm to provide services for a particular project will be made from the validated data on file and evaluated on the basis of criteria listed in Section 6A of this document.

## 2. IMPORTANT DATES FOR THE RFQ:

a. Issue Date	9:30 a.m. March 14, 2016
b. Request and Questions for Clarification Deadline	4:00 p.m. March 31, 2016
c. Submittal Deadline	2:00 p.m. April 14, 2016

Prospective respondents may request clarification to this RFQ only by submitting a written request via email to <u>hillh@otc.edu</u>. All questions must be received in writing no later than 4:00 p.m., **March 31, 2016**. A list of the questions asked and the answers will be posted on the OTC website <u>http://ww2.otc.edu/adminservices/architect/</u> and made available for review by all potential applicants by Thursday, April 7, 2016. This formal, advertised RFQ indicates the time by which the submittals must be received as being on or before 2:00 p.m. Thursday, **April 14, 2016**. Any submittals received after the submittal deadline will not be accepted and will be returned unopened. Postmarks will not be accepted as document delivery.

## 3. PURPOSE:

The Agency often needs professional architectural/engineering assistance in the design planning and execution of miscellaneous remodel, infill and new construction projects.

Through this RFQ, the Agency is soliciting submittals to have on file for the purpose of selecting a firm(s) with experience in architectural design, architectural interiors, mechanical engineering, electrical engineering, geotechnical engineering, structural engineering, and environmental assessments to provide professional architectural and engineering services as the need may arise from time to time.

Submittals: Submit one (1) bound original and one (1) one electronic media copy of the proposal to:

Ozarks Technical Community College 933 E. Central Avenue Springfield, MO 65802 Attn: Harlan Hill, College Architect

## 4. SCOPE OF SERVICES:

See Scope of Services, Attachment A, except as modified in writing by a Project Agreement to suit particular project needs where additional or less are deemed appropriate by Consultant and Owner's representative.

## 5. STATEMENT REQUIREMENTS:

- a. Statement of Qualifications shall be signed by an authorized representative of the A/E firm. By submitting a Statement, the respondent certifies that all information provided in response to this RFQ is true and accurate. Failure to provide all required information by this RFQ will ultimately result in rejection of any Statement.
- b. Statements should be prepared simply and economically, providing a straightforward, concise description of the A/E's capabilities for satisfying the requirements of the RFQ, including professional licenses and authority of the firm to do business in the State of Missouri. Previous year Respondents may update their current submittals on file by a letter of validation and/or by replacing only that information which has changed. Annual renewal documents such as the Certificate of Professional Liability Insurance shall accompany the letter of validation.
- c. One original and one (1) copy and one (1) electronic media copy of the proposals for which the A/E firm's work to be considered shall be submitted to the Agency.
- d. Any information thought to be relevant to the selection criteria, but not specifically applicable to the enumerated requirements, shall be provided as an appendix to the proposal.
- e. The following is a list of the required submittal documents:
  - A. Statement of Qualifications.
  - B. Non-Collusion Affidavit.
  - C. Current Certificate of Professional Liability Insurance.
  - D. Narrative response addressing Evaluation Criteria listed in 6A 1 through 12.

- f. The following document or an equivalent appropriate for the submitting discipline must be used by A/E's responding to the RFQ: AIA B305, Architect's Qualification Statement
  - Engineering firms submitting as primary proposer may adapt this format as necessary to convey engineering specific data as relevant. This shall in no way be construed to authorize copyright violations. Any duplication or modifications to AIA copyrighted documents shall be the proposer's responsibility to seek legal authorization from the American Institute of Architects.

## 6. EVALUATION AND AWARD OF CONTRACTS:

A. <u>Evaluation Criteria</u>: OTC will consider Proposals only from firms or organizations that, in OTC's sole judgment, have demonstrated the capability and willingness to provide the services contemplated by this RFQ.

Statements will be evaluated using the following criteria and pursuant to Missouri State Statutes in Section 8.289 of Chapter 8 State Buildings and Lands.

- 1. Expertise, experience, and qualifications of the A/E's primary designer in each relative discipline for providing the services in Section 4, Scope of Services.
- 2. Expertise, experience and qualifications of any special consultants proposed for providing the services described in Section 4, Scope of Services.
- 3. Geographic location of the A/E's office where work will be performed in relation to the project location(s).
- 4. Current project work load, plan to complete the work and ability to complete the work in a timely manner.
- 5. Expertise and past experience of the A/E in providing services on projects of various size, scope and features as those required for OTC.
- 6. Qualification and experience of the A/E's project manager to be assigned to a particular project.
- 7. A/E's recent (past 5 years) experience/history in designing projects within an established "Design-not-to-Exceed" budget.
- 8. A/E's experience in providing services in conformance to Missouri State Statutes and procedures, governing Codes, Standards, Accessibility and Building Efficiency.
- 9. Size of the firm relative to the size of the project(s).
- 10. Financial responsibility as evidenced by the A/E's carrying of Professional Liability Insurance.
- 11. A/E's experience in providing services for State and Collegiate entities.
- 12. Experience and utilization of BIM technology with emphasis in REVIT.

Generally, the selection committee will consider the A/E's overall suitability to provide the required services, including comments and/or recommendation of the A/E's previous clients.

For any given project, the Selection Committee may select according to their best judgment one (1) or more than one A/E firm to establish initial negotiations, based on and from the previous qualified collection of respondents' RFQ submittals on file.

In the event that more than one A/E firm is selected for consideration, the following selection process will be established to confirm the final selection of an A/E firm to provide requested services.

## B. Selection Process:

1. Shortlisting – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with firms applying for selection.

The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

- a. Specialized design and technical competence of the business, regarding the type of services required 25 points.
- b. Capacity and capability of the business to perform the work, including any specialized services, within the time limitations – 15 points
- Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules – 15 points
- Proximity to or familiarity with the area in which the project is located 10 points
- e. The amount of design work that will be produced by a business within the State and local economic impact area 10 points
- f. Evidence of understanding the scope of work, the site, and existing conditions 25 points
- C. Interview:

Approximately 100 points are possible in scoring each interview for the RFQ. The Selection Committee will provide at the pre-interview meeting a list of questions relevant to the project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared questions.

## D. Contract Process:

The Agency will engage in individual discussion and interviews with Proposers deemed fully qualified, responsible and suitable on the basis of initial responses. At the conclusion of the interviews and on the basis of evaluation factors set forth in Section 6 and the information provided and developed in the selection process , the Agency will rank, in the order of preference, the Proposers whose qualifications and

proposed services are deemed most meritorious. Negotiations will be conducted as the need for services is required. If a contract satisfactory and advantageous to the Agency can be negotiated at a fee considered fair and reasonable, the award shall be made for that Proposer. Otherwise, negotiations with the other Proposers will be conducted until such contract can be negotiated at a fair and reasonable fee.

## 7. <u>FEES:</u>

The fee for services for individual projects may be negotiated as a fixed fee, or, where appropriate, on a time and materials basis with a "Not-to-Exceed" amount considering the Scope of Services required, the estimated service hours required for each level/discipline and the hourly rates for the various skill levels required for the work.

## 8. TERMS AND CONDITIONS:

## Withdrawal of RFQ:

Submittals may be withdrawn before and after the RFQ submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFQ submittal deadline can be made, however, they may not be re-submitted after the deadline.

## RFQ Costs:

All costs incurred in the preparation and presentation of the RFQ shall be completely absorbed by the responding party to the RFQ. All documents submitted as part of the RFQ will become property of OTC. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

## Affidavit:

All submittals must include an executed Non-Collusion Affidavit on the form furnished in the RFQ packet.

## 9. ATTACHMENTS:

Attachment A Scope of Services Attachment B Example AIA B305 Responding proposers shall submit on original AIA documents. All costs shall be absorbed by the responding party to the RFQ Attachment C Non-Collusion Affidavit Attachment D Sample-Contractor's Service Agreement Standard / AIA B101

## OTC Contacts:

The designated individual responsible for coordination of the RFQ is Harlan Hill, College Architect. Any questions relating to this RFQ should be directed to Mr. Hill at (417) 447-4810, email address <u>hillh@otc.edu</u>.

## ATTACHMENT A

## SCOPE OF SERVICES

The responding A/E shall furnish all expertise, labor and resources, in providing complete services necessary for individual contracts issued. The following generally summarizes the types and scopes of services that the A/E may be required to perform:

#### 1. Basic Services & Deliverables

The following Services and Deliverables will be required for each Project assigned to the Consultant, except as modified in writing by a Project Agreement to suit particular project needs where additional or less are deemed appropriate by Consultant and Owner's representative:

## A. Programming Phase

- Examine Owner-provided "Program Statement", other programmatic information, and the proposed Project site in terms of: Project requirements, functions and priorities; site and existing facility conditions, opportunities and constraints; space requirements and constraints; utilities services and constraints; zoning and other applicable regulations; expandability; access; parking; massing; construction feasibility and phasing; and other factors Consultant or Owner consider relevant to the Project.
- 2. Provide comprehensive programming services including but not limited to the following: Fully develop all necessary programmatic information; solidify Project design objectives and criteria; confirm staffing plans, numbers and positions of personnel; confirm space requirements and relationships; compare requested space to similar projects and space standards; diagram space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods; identify special equipment and systems, site and off-site requirements, security zones, and other factors Consultant or Owner consider relevant to the Project.
- 3. Prepare a Draft Program for Owner's review, comment and acceptance.
- 4. Based on Owner's comments to the Draft Program, prepare a Final Program that includes a Proposed Project Schedule and a Conceptual Project Budget in CSI format. Develop Budget by applying unit costs and other standard cost data to space and facilities requirements. Include all foreseeable Project costs including design, construction, utilities connections, off-site improvements, permits, fees, furniture and moveable and installed equipment. Incorporate Owner's estimates for costs of land, rights-of-way, special studies and other costs that are identified as Owner's responsibility.

#### B. Schematic Design Phase

Based on the Final Program, prepare Schematic Design Documents as described below:

1. A review of alternative approaches to design and construction of the Project.

- 2. Schematic drawings and study models, if appropriate, to indicate the size, shape and relationship of all spaces and systems involved in the Project, including basic structural, mechanical, plumbing and electrical systems. These documents shall clearly show site plans, off-site improvements if needed, all elevations, floor plans of individual floors, and sections to demonstrate the building construction and spaces in both plan view and section.
- 3. A narrative report by each discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial cost, life-cycle cost, and life expectancy considerations.
- 4. Perspective drawings, if needed to convey the designer's intent.
- 5. An updated Project Schedule for design and construction of the Project, including a detailed schedule of the progression and submittals of drawings and specifications in the subsequent phases. The portion of the Schedule for the Construction Phase may be shown as a single line item depicting only the overall duration, unless construction phasing is a critical part of the Project.
- 6. An analysis of construction phasing including accessibility, interference with and continuation of facility operations during construction, and a plan for resolving interferences and problems identified.
- 7. A chart comparing the changes in cost elements and the size of each space from the Final Program to the Final Schematic Design.
- 8. A Preliminary Statement of Probable Construction Cost.

## C. Design Development Phase

Based on the Owner-approved Schematic Design Documents, prepare Design Development Documents as described below:

- 1. Drawings, three-dimensional studies and renderings, calculations, and outline Specifications as required to fix and describe the architectural character and materials; the structural system in all its essential features; the electrical, electronic, mechanical and plumbing systems refined to show the system characteristics, quality of environment and control they will provide; landscaping and site work as applicable.
- 2. Design Development Phase Drawings must indicate the Scope of Work included in the bid package with sufficient detail to enable preparation and review of a reliable cost estimate. The following descriptions are a guide to the minimum requirements for a Design Development submittal. They shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.

## 3. Architectural Drawings

a. Floor plans that clearly show:

Finish schedule Principal dimensions Wall types clearly identified Security zones and perimeters Room and door numbers, and a numbering plan for the entire facility Sufficient sections and details to enable a reasonable material takeoff Contract-furnished and Owner-furnished equipment lists incorporated in layout Room identification signage, way-finding signage and accessibility signage locations

b. Roof plans which clearly show:

Slopes Type of roofing Roof access and pathways Location of any mechanical equipment Sufficient information to determine primary and secondary means of drainage

c. Reflected ceiling plans which clearly show:

Ceiling material Access hatches Room numbers Partitions coordinated with the floor plans Mechanical & electrical features coordinated with mechanical & electrical system drawings

d. Elevations that clearly show:

Types of surface materials Dimensions from finish floor to tops of walls, eaves and rooflines All openings without dimensions but coordinated with door and window schedules Interior room elevations coordinated and clearly illustrating placement of all equipment, millwork, casework, fixtures, accessories, switches controls, etc.

e. Sections that clearly show:

Any security considerations Firewall conditions at tops of walls All essential building parts and materials

- f. All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style.
- g. All items intended to be permanently affixed to the building.

- 4. Structural Drawings
  - a. Floor and foundation plans which clearly show:
    - Principal dimensions

All columns, shear walls, shafts and stairs Coordination of structure with architectural floor plans Section cuts and details to identify the proposed type of foundations. Sufficient section and detail bubbles to show where sections and details can be found

b. Roof plans which clearly show:

Principal dimensions All major framing members Sufficient sections and details to show design intent Coordination with architectural, mechanical and electrical floor plans Sufficient section and detail bubbles to show where sections and details can be found

c. Sections and details which clearly show:

Design intent All-important connections Coordination with other structural plans Logical placement to allow easy location of sections and details

- 5. Mechanical and Plumbing Drawings
  - a. Mechanical and Plumbing plans which clearly show:

Room numbers Locations of all major pieces of equipment Layout and sizing of all ductwork and piping Symbol list coordinated with symbols on plans All points-of-connection including invert elevations Sufficient section and detail bubbles to show where sections and details can be found

- b. Equipment and fixture schedules which clearly show: All fixtures identified
  - All mechanical equipment identified and sized
- 6. Electrical Drawings
  - a. Lighting and power plans which clearly show:

Room numbers Single line diagrams of services and systems Symbol list coordinated with symbols on the plans Lighting plans coordinated with reflected ceiling plans Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines Sufficient section and detail bubbles to show where sections and details can be found

- b. Equipment and fixture schedules including lighting.
- c. Security, alarm, intercom, public address (PA), closed circuit TV (CCTV), and similar electrical and electronic systems.
- d. Proposed IT room layout of equipment and racks, routing of cable tray from designated IT server room(s) to individual room delivery points feeding data port conduits.
- 7. Civil Drawings
  - a. Site and grading plans that clearly show site cross sections Site contours and drainage Locations of all benchmarks Precise locations of all major elements Roadways, driveways and parking areas
  - b. Site utility plans which clearly show:
    - All connections to off-site utilities
    - All points-of-connection including invert elevations
    - All drainage systems and other utilities located and sized
- 8. Landscaping Drawings
  - a. Site plans which clearly show: Plants selection and Planting layout Irrigation system with point-of-connections to site utilities
- 9. Other Items
  - a. Outline Specifications describing the size, character and quality of the entire Project, including locations of materials; complete listing of Owner furnished items identifying contractor installed vs. owner installed; types of structural, mechanical, electrical and security systems, and product, equipment, and fixture cut sheets bound and organized per CSI format.
  - b. Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for Construction Documents to proceed.
  - c. Room Data Sheets itemizing all requirements for each space such as: staff positions, furnishings, equipment, security provisions, power, telephone and data requirements, etc.
  - d. A chart comparing the changes in cost elements and the size of each space between the Final Program, the Schematic Design Phase, and the Design Development Phase.
  - e. A Detailed Statement of Probable Construction Cost. Provide breakdown in CSI Format.
  - f. Energy Calculations and Report upon request.

## D. Construction Documents Phase

- 1. Based on the Owner-approved Design Development Documents, prepare Construction Documents as described below:
  - a. Final Drawings prepared in Autodesk REVIT 2013 or newer, and Specifications prepared in Microsoft Word 2007 or later edition, ready for bidding and construction purposes, describing the scope and details of the architectural, mechanical, plumbing, electrical, structural, civil, security, landscaping and general construction work to be performed by the Contractor. All review comments from prior Phases shall be incorporated. All Documents shall be verified by Consultant as required by Part E. below, and shall be stamped and signed by the Consultants of Record.
  - b. Simplified Floor Plans of all floors, in Owner-approved format.
  - c. Upon request submit Structural, Mechanical and Electrical Calculations stamped and signed by the Engineers of Record. Submit on one (1) electronic disc.
  - d. A Product Selection and Operating Manual with product data sheets and specification sheets describing the operation of all systems and equipment designed into the Project.
  - e. Engineered Estimates of annual utilities consumption by month for the Project upon request.
  - f. Final Room Data Sheets itemizing requirements for each space, per Part C.9.c. of the Design Development Phase.
  - g. A listing of all required Contractor's Submittals, grouped by Specification section.
  - h. A listing of all testing and inspection requirements, grouped by Specification section. Specifically note payment responsibility to be either by Contractor or Owner for each testing and inspection requirement.
  - i. A Submittals Tracking Log listing all required submittals including columns for recording anticipated submittal date, actual submittal date, and submittal status.
  - j. A Final Detailed Statement of Probable Construction Cost, including a listing of costs to be the responsibility of the Owner associated with site utilities, deposits, testing, quality assurance, regulatory agencies, etc.
  - k. Energy Calculations and Report upon request.

2. Obtain all necessary approvals and permits, from all applicable governing authorities. With Owner's prior approval, Consultant may pay any required fees on behalf of Owner and submit receipts to Owner for reimbursement.

## E. Design Quality Control & Coordination Checks

- 1. Consultant is totally responsible for the technical quality of all documents prepared by Consultant and the Consultant's direct sub-consultants. Consultant shall rely on the accuracy and technical quality of documents provided by Owner or the Owner's consultants. Consultant and Owner acknowledge that remodeling or rehabilitation work may require visual inspection to verify adequacy of "as-built" conditions and that Consultant cannot be responsible for those conditions not visible without exposing concealed conditions or destructive investigation. If OTC representatives authorize opening concealed conditions or destructive testing, Consultant will be responsible for those areas inspected.
- 2. Before submitting the completed Construction Documents to Owner, Consultant shall check all documents for technical accuracy and coordination within and between disciplines. Coordination checks shall be made in accordance with a disciplined procedure and shall be scheduled accordingly. The marked up coordination check prints shall be submitted to Owner and shall be returned after Owner's review. The use of Autodesk REVIT 2013 or later edition software is required. A clash detection report shall be submitted for review listing all major systems analyzed.
- 3. All Drawings, Specifications and calculations submitted by Consultant to Owner shall contain a statement that the documents have been reviewed for accuracy, completeness and coordination with other disciplines. The respective licensed person for that discipline shall sign the statement. Consultant's fee for Coordination Checks as set forth herein shall include the cost of performing such reviews, and shall be set forth in total in each Project Agreement.
- 4. If review of the documents by Owner reveals that Consultant's review is incomplete, Owner will notify Consultant and allow Consultant to complete the review. If Consultant's review is not satisfactorily completed within ten (10) days after such notification, the Contract amount shall be reduced by the entire amount stipulated for such review in each Project Agreement. Notwithstanding such Contract reduction, Consultant shall remain fully responsible for all technical accuracy and coordination.
- Consultant and its sub-consultants shall be responsible for compliance with all applicable state, federal and local codes, regulations and standards, including but not limited to: IBC, IFC, IPC, IMC, IFGC, IECC, IEBC, NEC, ADA, ANSI A117.1, NFPA, ASHRAE, and State of Missouri Building Energy Efficiency Design Standard (BEEDS).

## F. Bidding Phase

Consultant shall assist Owner in bidding the Project based on the Owner-Approved Contract Documents. Consultant shall distribute plans, attend and conduct pre-bid conferences, receive bidders' questions, develop corrections or clarifications as required, and prepare Addenda for issuance by Owner. Consultant shall conduct bid opening conferences, and shall advise Owner regarding acceptance or rejection of the Bid or Bids. Owner may administer all or part of the bidding process as may suit owner's needs and as required for compliance with State Statutes.

## G. Construction Phase

- 1. The Construction Phase will commence with the award of the Construction Contract.
- 2. Consultant shall attend periodic progress meetings and shall visit the Project site at intervals appropriate to the stage of construction or as otherwise agreed on in writing by Owner. Consultant shall become generally familiar with the progress and quality of the Work and shall determine, in general, if the Work is proceeding in accordance with the Contract Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- 3. On the basis of such on-site observations as a Consultant, Consultant shall keep Owner informed of the date and time of each visit, the specific Work observed, and of the progress and quality of the Work, and shall endeavor to guard Owner against defects and deficiencies in the Work of the Contractor.
- 4. Consultant shall immediately inform Owner when Consultant observes work, which does not conform to the Contract Documents. When Consultant's observations so indicate, Consultant shall recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.
- 5. Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
- 6. Consultant shall at all times have access to the Work. All written communications with the Contractor shall be through Owner's Project Manager.
- 7. Consultant shall promptly render interpretations necessary for the proper execution and progress of the Work on Owner's written request, and shall render written decisions within a reasonable time no greater than four (4) working days for requests for information ("RFI's"), and no more than eight (8) working days on all claims, disputes, and other matters in question between

Owner and Contractor. Consultant shall notify Owner immediately if more time is required for reasonable cause. Any extension shall be mutually agreed between Consultant and Owner.

- 8. Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
- 9. Consultant's determinations on claims, disputes or other matters, including those in question between Owner and Contractor, shall be subject to the provisions of the Contract Documents.
- 10. Consultant shall review or take other appropriate action on receipt of Contractor Submittals such as Shop Drawings, Product Data and Samples, but only for conformance with information given and the design concept expressed in the Contract Documents; Consultant shall immediately notify Owner of any Submittal review comment which could result in a Change Order. Consultant shall take all such action within a reasonable time no greater than fifteen (15) calendar days from receipt of Contractor's Submittals, unless more time is required for reasonable cause. Consultant shall return unacceptable or incomplete Submittals within five (5) working days. Consultant shall notify Owner immediately of any potential delays in meeting these response times.
- 11. Consultant's review of Contractor's Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 12. When the Contract Documents require Contractor to provide professional certification of performance characteristics of materials, systems or equipment, Consultant shall be entitled to rely on such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 13. Consultant shall prepare supporting data, cost evaluation and estimates, Drawings, Specifications and other documentation, and provide other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
- 14. Consultant shall prepare Change Orders and Field Modifications for Owner's approval and execution in accordance with the Contract Documents.
- 15. Consultant shall review all operating and maintenance manuals and instructions received from the Contractor and notify Owner of any observed deficiencies. Such information shall include all specifications, warranties, operations, vendor correspondence and related data pertaining to the equipment and systems installed in the Project. Consultant shall assure that the Contract Documents specifically require the Contractor to assemble, organize and index this material and furnish it to Owner in suitable loose-leaf binders.

- 16. Consultant shall provide Owner an orientation session to facilitate moving into the Project. The session shall focus on operational issues relating to the design intent of the various systems. The session will orient Owner's staff on the design intent in order to facilitate staff acceptance and move-in.
- 17. Consultant shall conduct observations and attend Project site walk-throughs to assist Owner in determining the final completion of the Construction Work.

## H. Construction Quality Control Systems

- 1. Specifying Quality Levels and Quality Control Procedures: The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor is required to perform.
- 2. Necessity For: After Contract award, the Contractor cannot be required to perform any work not required by the Contract Documents, without added compensation. Therefore, to obtain complete Bids for all required Work, the Contract Documents must clearly specify the necessary quality levels, and the necessary quality control procedures to verify that required quality levels have been met.
- 3. Quality Control Procedures: Each Specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that Section.
- 4. Contractor Submittals: Each Work-related Specification section must dedicate a subsection to identify and list required Contractor Submittals such as shop drawings, certificates of compliance, equipment data sheets, samples, tests and test results, mix designs, required worker qualifications, off-site inspections, or all other necessary Contractor Submittals.
- 5. Testing and Inspection Requirements: Testing and inspection requirements shall be included in each Specification section and shall identify the specific inspection, sampling, and testing to be performed by the Contractor, including: Items to be tested; who performs and pays for the tests; the number of tests per unit; the test method; the required tolerances; and the actions to be taken in the event of failure. The Specifications shall require the Contractor to hire a Certified Testing Lab to perform all required tests and to submit certified test results to Owner.

## I. Warranty Phase

During all warranty or guarantee periods relating to designs prepared pursuant to the Project Agreement, Consultant shall, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said warranties and guarantees. Should Owner request Warranty Phase Services after Final Completion of the Work, and services are required through no fault of Consultant, Consultant shall be compensated pursuant to Part M.

## J. Submittal of Deliverables

- 1. Consultant shall furnish to Owner for purposes of checking and acceptance, one reproducible copy of:
  - a. Schematic Design Documents at 100% completion
  - b. Design Development Documents at 100% completion.
  - c. Contract Documents at 75% and 100% completion.
  - d. The complete Bid Documents ready for bidding.
- 2. Each submittal shall include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant's Subconsultants has been coordinated, the submittal is complete, and that all review comments have been incorporated and coordinated.
- Consultant shall participate in peer review and value engineering of the programs, designs, construction documents, and engineering components as required by Owner. Peer review to consist of no more than one (1) person or one (1) eight-hour working session per Project Agreement.
- 4. Consultant shall prepare a draft Bid Form, the Basis of Award, all Supplementary General Conditions, and all Plans and Specifications, and shall assemble all Bid Documents ready for bidding, incorporating the Owner-provided documents specified.
- 5. Record Drawings: The Contract Documents shall require the Contractor to update the "as-built" condition of working drawings on a regular and on-going basis as a requirement for progress payments. Upon Project completion, Consultant shall receive Contractor's marked up drawings and prepare a reproducible set of Record Drawings for the Project. Consultant's fee for preparation of Record Drawings shall be shown in each Project Agreement.
- 6. Consultant shall furnish to Owner, suitable for reproduction, original tracings or equivalent quality reproducible Plans, Specifications and other Bid Documents, and computer disks containing the Plans and Specifications in the following formats: Autodesk REVIT 2013 or later edition, Windows 2007 or newer, and MS Word for Windows XP or newer.

## K. Printing & Reproduction

Consultant shall pay for all printing and reproduction needed in the performance of its Services, except copies of the deliverable documents specified in Part J.1. and all Bid Documents for distribution to bidders that shall be printed at Owner's expense.

## L. Meetings

In addition to Project site visits and periodic Construction progress meetings, Consultant shall attend meetings with Owner's officials, staff, commissions and user groups as required for the performance of Consultant's Services pursuant to the project agreement. This requirement shall include meetings with Owner and user groups to develop, explain and refine program and design criteria, and for Consultant to present design solutions for acceptance. Meetings with Owner-sponsored advisory groups and local officials to present the Project to the public are part of the Basic Services. Owner's Project Manager shall coordinate all meetings between Consultant, Owner's user groups, and the public.

#### M. Additional Services

Additional Services and Associated Deliverables may be authorized in a Project Agreement and, insofar as they cause the A/E extra expense, shall be compensated solely at the hourly rates in Exhibit A, A/E's and Consultant's Hourly Rate Schedule. The Consultant or its sub-consultants shall not proceed with Additional Services work prior to receiving written authorization from the Owner. Doing so will be at their own risk. The Owner, at its sole discretion, may reject any or all subsequent requests for compensation for unauthorized Additional Services work.

# AIA<sup>®</sup> Document B305<sup>™</sup> – 1993

## Architect's Qualification Statement

DATE:

SUBMITTED TO: Ozarks Technical Community College

#### ADDRESS:

1001 E. Chestnut Expressway Springfield, MO 65802

NAME OF PROJECT: (If applicable)

To be determined "EXAMPLE" document

#### § 1 BASIC INFORMATION

§ 1.1 Architect: (Firm name and legal status) To be determined

§ 1.2 Business address: To be determined

To be determined

§ 1.3 Telephone number:

§ 1.4 Person to contact:

ГĨ

§ 1.5 Type of organization. (Check one)

Corporation

Individual or Sole Proprietorship

Professional Corporation/Association

🛛 Partnership

Joint Venture\*

□ Other\*

\*If Joint Venture or Other, provide details.

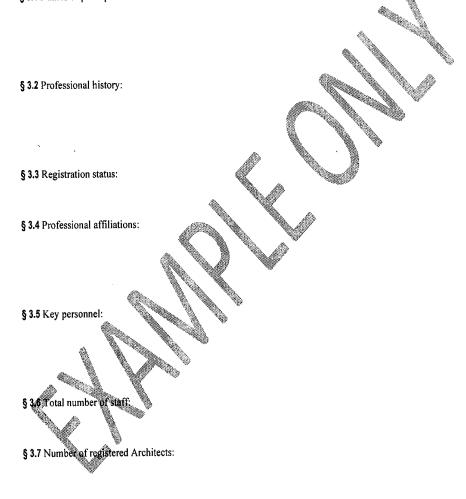
1

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§ 2 GENERAL STATEMENT OF QUALIFICATIONS

#### § 3 GENERAL INFORMATION

(This information may be provided via the Architect's brochure, which may be attached and listed in Article 8.) § 3.1 Names of principals:



§ 3.8 Honors and awards:

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§ 3.9 Professional and civic involvement:

§ 4 RELATED PROFESSIONAL SERVICES (List proposed consultants, if applicable.) § 4.1 Structural:

§ 4.3 Electrical:

§ 4.2 Mechanical:

§ 4.4 Interior design:

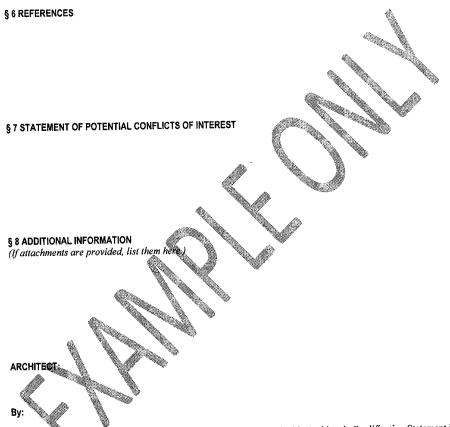
§ 4.5 Others:

§ 5 PROJECTS (Projects for which personnel of this firm had responsible charge while associated with other firms are indicated by an asterisk.)

§ 5.1 The following projects are representative of the Architect's recent work. A brief description of each project is attached. 

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§ 5.2 Other representative projects with dates of completion:

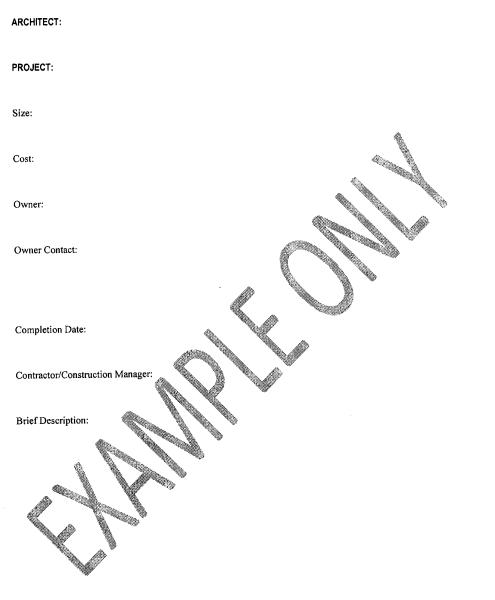


I hereby certify that as of the above date, the information provided in this Architect's Qualification Statement is true and sufficiently complete so as not to be misleading.

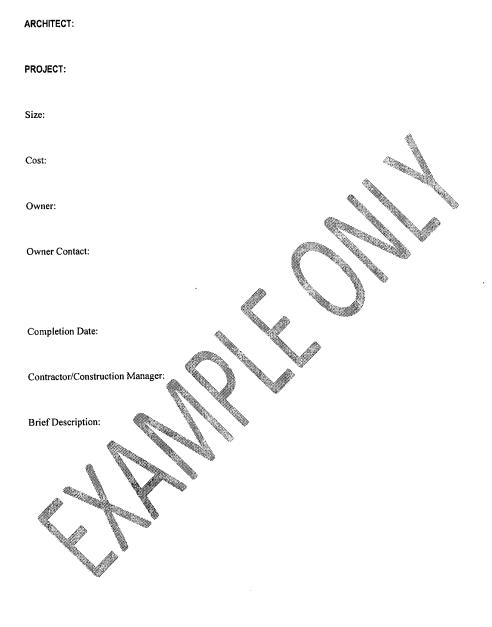
(Signature)

(Printed name and title)

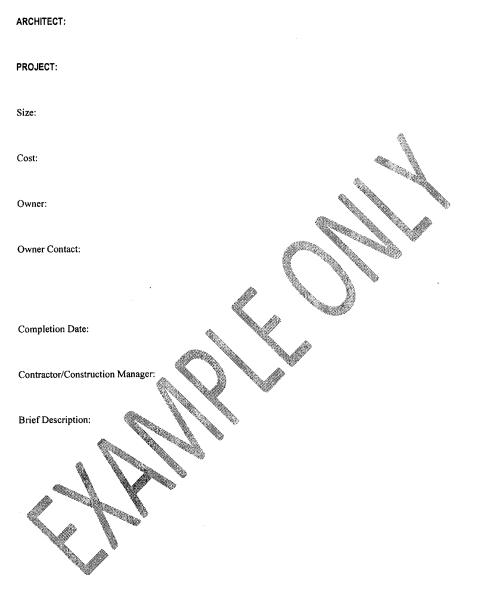
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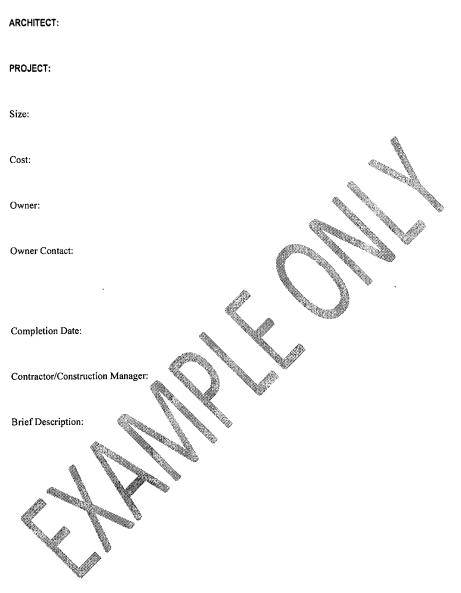


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#### ATTACHMENT C

#### Non-Collusion Affidavit

		evidenced by signature below, deposes a	and says:
	(Type or print name)		-
that he or she is the	• • • • • •		of
		(Type or print title)	

\_\_\_\_, who submits herewith

(Type or print name of company/firm)

to the Administration and/or Board of Ozarks Technical Community College the attached Statement of Qualifications/proposal (submittal); that he or she is the person whose name is signed to the attached Statement of Qualifications/proposal; that said submittal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such submittal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the respondent/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other respondent/proposer, or anyone else interested in a proposed contract; and that the respondent/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other respondent/proposer.

Affiant further deposes and says that prior to the submittal and review of Statement of Qualifications/proposals, said respondent/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham submittal/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said respondent/proposer or anyone else would submit a false or sham submittal, or that anyone should refrain from responding or withdraw their submittal/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the schedule for compensation of said respondent/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their Statement of Qualifications/proposal schedule of compensation or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said respondent/proposer in their business.

Signed by:

Authorized Respondent

Date

Print Name

Title

**WARNING**: Submitted Statement of Qualifications will not be considered unless the affidavit hereon is fully executed.

## Direct All Invoices to Ozarks Technical Community College

CONTRACTOR'S SERVICE AGREEMENT STANDARD

## OZARKS TECHNICAL COMMUNITY COLLEGE

## 1001 E. Chestnut Expressway, Springfield, MO 65802

	•		-		
Type of Service				Date	
Contractor		Owner			
Legal Name		Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College			
Trade Name/DBA					
Principal Office Address		Principal Office Address			
		1001 E. Chestnut Expressway			
City, State, Zip		City, State, Zip			
		Springfield, MO 65802			
Business Phone Bu	siness Fax	Business Phone		Business Fax	
		417-447-4852		417-447-4856	
In consideration of the mutual promises, covenants and agreements set forth, it is agreed by and between the parties as					
follows:					
1. Length of Agreement <mark>: (Days,</mark>	Agreement Commenc	ement Date	Agreement Ending Date		
Months, Years)				_	
2One-Time Service	3. Payment Schedule	Detailed in Exhibit A	4 <mark>. Total Contract Cost</mark>		
Continuous Service		Other (specify)			
5 <mark>. Scope of Services (Detail on Exhibit A if more space is required.)</mark>					

**6. Contract Term.** The term of this Agreement shall commence on the Agreement Commencement Date and shall continue in full force ending on the Agreement Ending Date, unless sooner terminated as herein provided. Notwithstanding anything herein to the contrary, either Owner or Contractor may at any time during the term hereof, or any renewal term, terminate this Agreement on thirty (30) days advance written notice to the other party. In the event this Agreement expires and terminates as hereinabove provided, but Contractor thereafter continues to furnish services or materials to Owner, the same shall continue to be subject to all of the terms and conditions of the Agreement.

**7. Renewal.** The term of this Agreement shall automatically be renewed with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice is given by either party to the other, not less than thirty (30) days prior to the expiration of the then current term. HOWEVER, if the term of the Agreement is less than thirty (30) days, either party must give advance notice equal to at least one-half (1/2) of the contract term. One-Time Service Agreements as designated in paragraph 2 shall not be renewable.

**8. Payment.** Owner shall pay Contractor for all services, labor, materials and equipment furnished hereunder according to the agreed job price and payment schedule set forth herein and/or in Exhibit A attached hereto. In order to receive payment hereunder, Contractor shall furnish Owner with an itemized statement of all charges for which payment is sought, and furnish Owner with vouchers, receipts, affidavits or other proof which may reasonably be requested or required by Owner in order to support Contractor's charges for labor and material. In no event shall Contractor be entitled to receive

payment for any item of service or materials hereunder unless and until Contractor first has paid its laborers, subcontractors, materialmen and suppliers for all services, labor, materials and equipment furnished and furnished lien waivers to Owner.

**9. Excusable Delay; Changes in Services; Assignment Prohibited; Separate Contracts.** All services, labor, materials and equipment to be performed and furnished according to the schedule set forth in Exhibit A, provided however, that Contractor shall not be liable for reasonable delays in performance of any said services through no fault or neglect of Contractor's own, due to inclement weather, unavoidable casualties, acts of God, strikes or shortages of materials. The terms and conditions of this Agreement form shall control in the event of a conflict with terms and conditions in Exhibit A or any other attachment. It is further understood and agreed by the parties that any additional services, labor, materials or equipment which the parties may deem necessary or deletions of scheduled services shall be furnished only upon written agreement between the parties in advance.

Additional services, if any, shall be paid for at the price agreed upon by the parties, along with the regularly scheduled payments hereunder. Contractor shall be entitled to receive payment only for services actually performed and rendered according to the terms and conditions herein provided. Contractor shall not assign this contract, or its right to payment hereunder, to any other party without Owner's prior written consent, and Contractor shall not delegate any of its duties hereunder, except to subcontractors expressly approved by Owner in writing in advance. Contractor shall be liable and responsible for the services of any and all subcontractors. Owner hereby reserves the right to let other contracts to other contractors for any and all services not expressly set forth herein and/or on Exhibit A, and Contractor will cooperate with any other contractors employed by Owner.

**10. Contractor's Warranty and Liability.** Contractor warrants and agrees that all materials used and furnished hereunder will be of good quality and suitable for the purpose furnished and that all labor will be done in a competent and workmanlike manner. Contractor shall repair, correct and remedy any defect or deficiency in workmanship and shall replace any defective materials, fixtures or equipment used, installed or placed in or upon the Owner's property, provided that Owner gives Contractor written notice of any such defect within one (1) year after such services have been completed. Contractor shall assign any manufacturers' warranties of duration greater than one (1) year to Owner. Contractor shall be liable for any injury caused to the Owner's property or any persons or property thereon by Contractor or any of its employees or subcontractors in the performance of the services required hereunder. Contractor shall indemnify and hold Owner harmless from any loss, cost, damage, liability or other expense whatsoever that Owner may suffer or incur as the result of a failure of materials and workmanship herein warranted.

Contractor's warranty shall extend to and cover all services, labor and materials furnished by subcontractors and materialmen and Contractor shall be responsible to Owner in all respects for the services of any subcontractors and the material furnished by any materialmen. Contractor shall comply with all applicable laws, ordinances and governmental regulations in the performance of the services required hereunder.

**11. Termination of Agreement; Default.** In addition to the other rights granted to Owner hereunder, Owner, by giving written notice to Contractor, shall have the right to terminate this Agreement and the employment of Contractor hereunder if Contractor should attempt to assign this Agreement, be

adjudged as bankrupt, make a general assignment for the benefit of its creditors, have a receiver appointed, fail to supply enough properly skilled workmen or proper materials to perform the services required hereunder, fail to make prompt payment to subcontractors or for materials or labor, fail to obtain or maintain any of the insurance coverage required hereunder, disregard laws, ordinances or the instructions of Owner, or otherwise be guilty of a breach or violation of any provision of this Agreement, for which termination shall be effective immediately upon the giving of such notice by Owner to Contractor.

Notwithstanding such termination of this Agreement, Owner shall also have, and hereby reserves, its right to recover damages, including, without limitation, consequential and incidental damages, from Contractor for any loss suffered by Owner as a result of any breach or default by Contractor hereunder. Failure or forbearance by Owner to terminate this Agreement upon the occurrence of any breach or violation hereof by Contractor or any other event of default shall not constitute a waiver by Owner of such breach, violation or default on that occasion or upon the occurrence of a similar breach or violation upon a future occasion. If Owner is required to bring or defend any action arising out of this Agreement, or to enforce or defend the provisions hereof, Owner shall recover its reasonable attorney's fees and costs from Contractor.

**12. Risk of Loss.** All services performed by Contractor hereunder shall be done and performed solely at Contractor's own risk, and it is understood and agreed by the parties that Contractor is an independent contractor and not an agent or employee of Owner.

#### 13. Indemnity.

(a) To the fullest extent permitted by applicable law, Contractor shall, at Contractor's sole cost and expense, defend, indemnify, and hold harmless Owner, its officers, trustees, members, partners, subsidiaries and any other affiliate entities, and the agents, servants, employees, and independent contractors of such persons or entities (collectively, "Owner Parties") from and against any and all claims, demands, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever for property damage, bodily injury and death brought by third-parties in any way relating to or resulting in whole or in part from Contractor's performance or alleged failure to perform the services under or in connection with this Agreement ("Claims").

(b) To the fullest extent permitted by applicable law, Contractor shall indemnify and save each of the Owner Parties harmless from any and all Claims that may be brought against any of the Owner Parties by any employee, representative or agent of Contractor, or any legal representative or successor of any employee, representative or agent of Contractor, in any way arising out of or incident to the services rendered or to be rendered under or in connection with this Agreement, irrespective of whether such Claims are the result of the negligence or fault of Owner Parties or anyone for whose acts Owner Parties may be liable.

(c) The indemnity set forth herein will apply regardless of the active or passive negligence or joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner Parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the State of Missouri that a Claim was

proximately caused by the sole negligence or intentional wrongdoing of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties.(d) The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

**14. Insurance.** Contractor shall, at all times during the term of this Agreement and any extension(s), at Contractor's sole cost and expense, obtain and maintain the following policies of insurance naming the Owner Parties as "additional insureds" using Insurance Services Office, Inc.'s additional insured form CG 20 26 11 85, or its equivalent, which shall provide the Owner Parties are additional insureds with respect to liability arising out of Contractor's ongoing and completed operations and providing that no such insurance be cancelled, non-renewed or materially changed without at least thirty (30) days written notice to Owner by certified mail to Owner's notice address specified herein. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the State of Missouri and have an A.M. Best rating of at least A-VIII. A legally enforceable Certificate of Insurance on all insurance policies required of Contractor under this Agreement shall be deposited with Owner promptly on or before the commencement of the term of this Agreement.

(a) Commercial General Liability – with a limit of not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of any building) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of any building) general aggregate limit.

(i) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.

(ii) In the instances where Contractor's services include the use of "pollutants" as defined by the Commercial General Liability policy referenced above, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants", and providing coverage on behalf of the "additional insured" including ongoing and completed operations.

**(b)** Commercial Automobile Liability – in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business.

(c) Workers' Compensation – in compliance with any and all statues requiring such coverage in the State of Missouri.

(d) Employer's Liability – in a minimum amount of \$1,000,000 for each accident, \$1,000,000 for each employee, and \$1,000,000 policy aggregate.

(e) Such other insurance as may be required from time to time by Owner.

**15. Waiver of Lien.** Contractor, for itself and for all of its subcontractors, mechanics, journeymen, laborers, materialmen and suppliers, does hereby waive the right to hold, claim, assert, file or enforce any mechanic's lien or materialmen's lien or any lien rights whatsoever against Owner, any building, other improvement, real estate or other property owned by Owner, nor cause, suffer or permit any mechanic's lien, materialmen's lien or any lien rights whatsoever to be filed against Owner or any of Owner's property. Contractor shall indemnify and hold Owner and any real estate, other property, buildings and other improvements owned by Owner harmless from and against any such liens for labor and materials. Neither contractor nor any subcontractor, mechanic, journeyman, laborer, materialman, supplier or any person, firm or corporation, for any cause whatsoever, shall have any right to hold, claim, assert, file or enforce any mechanic's lien, materialmen's lien, or any lien rights whatsoever against Owner or any of Owner's property for any services, labor, materials, or equipment furnished under or in connection with this Agreement.

**16. Limitation of Liability.** Anything to the contrary contained in this Agreement notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute any of the Owner Parties with respect to any of the terms, covenants, conditions and provisions of this Agreement, and Contractor shall look solely to the Owner or its successors and assigns for the satisfaction of each and every remedy of Contractor in the event of default by Owner hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

**17. Intellectual Property.** The parties expressly recognize that Contractor's services rendered to Owner under this Agreement ("Services") and all work product resulting therefrom ("Work Product") have been specially ordered and commissioned by Owner as a contribution to a collective work, supplemental work or such other category of work as may be eligible for treatment as a "work made for hire" as that term is defined in the Copyright Act, 17 U.S.C. § 101 et seq. Owner shall be deemed the sole author of the Services and Work Product, their contents and any work embodying or derived from any portion of the Services and Work Product, and their attendant intellectual property rights.

#### 18. Audit

(a) Owner, or its authorized employees, agents or representatives (including a third-party auditor or firm) shall have the right to interview personnel and inspect, examine, copy and audit the books and records of Contractor relating to the Project and all associated work, costs and expenses (collectively, "Audit"). Any audit shall be conducted within three (3) years following the date of any final payment made by Owner for any goods or services supplied pursuant to this Agreement, and shall take place during Contractor's normal business hours (or as otherwise may be agreed by the parties) upon not less than seven (7) days prior written notice.

(b) Contractor shall, for a period of three (3) years following the date of any final payment made by Owner for any goods or services provided pursuant to this Agreement, keep and preserve at all times at the Contractor's notice location all documents and records (whether in written or electronic format) that pertain in any way to this Agreement, including, without limitation, records related to bidding (including but not limited to bids by contractors, subcontractors and material suppliers), invoices and receipts for material and services from the subcontractors, material suppliers or other vendors, payroll

records (including, without limitation, employee work schedules) and full, complete and accurate books of account.

(c) The purpose of the Audit shall be to verify compliance with this Agreement and the accuracy of amounts charged or paid by Contractor for any goods or services provided pursuant to this Agreement, and all amounts billed or paid shall be subject to Audit. In addition, such Audit shall be in compliance with this Agreement, including, without limitation, any and all requirements for deliverables, approved plans and specifications, and purpose and pricing of any change order. If such Audit discloses that Contractor has overcharged or underpaid Owner or that Owner has paid any excess amount, Contractor shall pay Owner, upon demand, the amount of any excess Owner payment, underpayment by Contractor or, if payment has not been made, revise any account statement, invoice or billing to reflect the correct amount owed. If the Audit concludes that Owner has been overbilled or underpaid, or Owner has overpaid, amounts owed by one percent (1%) or more, then, in addition to making such revision and/or full repayment of the amount of such underpayment or overpayment, as the case may be, Contractor shall reimburse Owner for the cost of the Audit.

#### **19. Background Checks-Compliance Certification**

(a) To the extent permitted by applicable federal, state and local law (including, but not limited to, the federal Fair Credit Reporting Act and Americans with Disabilities Act), Contractor shall conduct appropriate criminal background and reference checks of personnel assigned to work at Owner's facilities. Contractor represents and warrants that it will conduct any criminal background or reference checks in a lawful manner.

(b) Contractor represents and warrants that an Employment Eligibility Verification (commonly known as an I-9 form), issued by the Department of Homeland Security, has been properly completed for each Contractor employee that works at a facility owned and/or managed by Owner and the I-9 Form for each such employee is maintained by Contractor.

(c) Contractor will certify to Owner that it has complied with the obligations in this paragraph. Contractor will provide this certification upon request by Owner but, in any event, will provide a certification letter to Owner within 30 days following the effective date of any contract and, subsequently, in January of each year.

**20. Exhibits.** The following Exhibits are incorporated herein by reference:

#### (List attached Exhibits, including letter or number designation and heading, if any.)

**21. Binding Effect; Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and personal representatives of the parties, subject however, to the restriction upon assignment by Contractor set forth above. This Agreement contains the entire agreement between the parties and cannot be modified or amended without a written agreement executed by both of the parties.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed on the day and year first above written.

Community College District of Central Southwest Missouri, aka Ozarks Technical Community College	Contractor:
Ву:	Ву:
Printed Name: Rob Rector	Printed Name:
Title: Vice President of Administrative Services	Title:

This document has important legal consequences. Consultation with

an attorney is encouraged with

pect to its completion or

nodification.



#### Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information) Ozarks Technical Community College 1001 E. Chestnut Expressway Springfield, MO 65802

and the Architect: (Name, legal status, address and other information) To be determined "EXAMPLE" document To be determined

To be determined

for the following Project: (Name, location and detailed description To be determined To be determined

The Owner and Architect agree as follows.

Init.

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- 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

EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

- 1

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project visite and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

Commencement of construction date:

.2 Substantial Completion date:

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

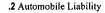
§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability



.3 Workers' Compensation

4 Professional Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness 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.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include 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, 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 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 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, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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.

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

§ 3.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 4.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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## § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

 $\bar{S}$  3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall Hustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other sequirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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 Construction and Specifications and may include bidding requirements and sample forms.

### § 3.4.4 The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

# § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

# § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals (2) centifrming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and
- interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

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organizing and conducting the opening of the bids, and subsequently documenting and distributing the .5 bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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

- procuring the reproduction of Proposal Documents for distribution to prospective contractors, and .1 requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1 GENERAL § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, 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 advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts of 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 4.3, 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.

§ 3.6.2 EVALUATIONS OF THE WORK § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous outsite inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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.

§ 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 A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

§ 3.6.3.3 The Architect shall maintain a record 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. 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 ludgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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 reaponsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intervof the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work

§ 3.6.6 PROJECT COMPLETION § 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written uncertainty and the termination of the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services		<b>Responsibility</b> (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	100110011000	
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys		
§ 4.1.5	Site Evaluation and Planning (B203 <sup>™</sup> −2007)		
§ 4.1.6	Building information modeling		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204 <sup>TM</sup> -2007)		
§ 4.1.11	Detailed cost estimating	(Day)	
§ 4.1.12	On-site project representation		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-designed Record Drawings		
§ 4.1.15	As-constructed Record Drawings		<u> </u>
§ 4.1.16	Post occupancy evaluation	<u> </u>	<u> </u>
§ 4.1.17	Facility Support Services (B210 <sup>TM</sup> -2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206 <sup>TM</sup> –2007)		
§ 4.1.22	Commissioning (B211™ 2007)	V	
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED <sup>®</sup> Certification (B214 <sup>rd</sup> -2007)		
§ 4.1.25	Fast-track design services	·	
§ 4.1.26	Historic Preservation (B205Tm 2007)		
§ 4.1.27	Furniture, Formishings, and Equipment Design (B253 <sup>TM</sup> -2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- Services necessitated by the Owner's request for extensive environmentally responsible design .2 alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED\* certification:
- Changing or editing previously prepared Instruments of Service necessitated by the enactment or .3 revision of codes, laws or regulations or official interpretations;
- Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of .4 performance on the part of the Owner or the Owner's consultants or contractors
- Preparing digital data for transmission to the Owner's consultants and contractors or to other Owner .5 authorized recipients:
- Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; Preparation for, and attendance at, a public presentation, meeting, or hearing; .6
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the .8
- Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- Consultation concerning replacement of Work resulting from fire or other cause during construction; or Assistance to the Initial Decision Maker, if other than the Architect .10
- .11

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and eircurnstances giving rise to the need. If the Owner subsequently determines that all or parts of those ervices are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services: .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect:

- Architect:
- 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 .2 comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's .3 proposals and apporting data, or the preparation or revision of Instruments of Service;
- Bealuating an extensive number of Claims as the Initial Decision Maker;
- Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to 4 Instruments of Service resulting therefrom; or

To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 .6 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 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 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal ( of the Contractor ) visits to the site by the Architect over the duration of the Project during construction .2 ) inspections for any portion of the Work to determine whether such portion of the .3 Work is substantially complete in accordance with the requirements of the Contract Documents ) inspections for any portion of the Work to determine final completion .4 (

§ 4.3.4 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.

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### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 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 necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

§ 5.12 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.

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### ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
give written approval of an increase in the budget for the Cost of the Work;
authorize rebidding or renegotiating of the Project within a reasonable time;
terminate in accordance with Section 95;

- in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or implement any other mutually acceptable alternative. .4
- .5

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

# ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§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.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author 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 hamless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deened 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 or the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

# ARTICLE 8 CLAIMS AND DISPUTES § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 AIA Document 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 and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8,2 MEDIATION

§  $\mathbf{\hat{s}}$   $\mathbf{\hat{z}}_1$  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. 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 filling deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction Ш
- Other: (Specify)

**§ 0.3 ANDITIVATION § 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 to 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 invany court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 834 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.

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### 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 to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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 the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS § 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10:3 The Owner and Archnect, 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.

§ 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.

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§ 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 Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

### ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services designated in Section 4.1, 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.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Inserv amount of, or basis for, compensation.)

 § 11.4 Compensation for 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

 otherwise stated below:
 %)

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

Schematic Design Phase:	percent (	%)
Design Development Phase:	percent (	%)
Construction Documents Phase:	percent (	%)
Bidding or Negotiation Phase:	percent (	%)
Construction Phase:	percent (	%)

Total	Basic	Compensation:	
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## one hundred percent (100,00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced,

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

Employee or Category

# § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- Transportation and authorized out-of-town travel and subsistence; Long distance services, dedicated data and communication services, teleconferences, Project Web sites, .2 and extranets; Fees paid for securing approval of authorities having jurisdiction over the Project;

Rate

- Printing, reproductions, plots, standard form documents;
- Postage, handling and delivery; .5
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- Architect's Consultant's expense of professional liability insurance dedicated exclusively to this 8. Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- All taxes levied on professional services and on reimbursable expenses; .9
- .10 Site office expenses; and
- Other similar Project-related expenditures. .11

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

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### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

### § 11.10 PAYMENTS TO THE ARCHITECT § 11.10.1 An initial payment of

Dollars ) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS Special terms and conditions that modify this Agreement are as follows:



## 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 Owner and Architect.

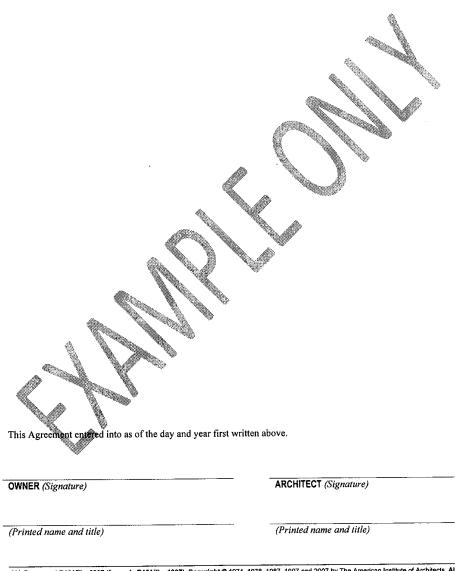
§ 13.2 This Agreement is comprised of the following documents listed below:

- AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect .1
- AIA Document E201<sup>TM</sup>-2007, Digital Data Protocol Exhibit, if completed, or the following: .2

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.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)



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# Initial Information

## for the following PROJECT:

(Name and location or address) To be determined

To be determined

### THE OWNER:

(Name, legal status and address) Ozarks Technical Community College 1001 E. Chestnut Expressway Springfield, MO 65802

### THE ARCHITECT:

(Name, legal status and address)

To be determined "EXAMPLE" document

To be determined

To be determined

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

ARTICLE A.1 PROJECT INFORMATION § A.1.1 The Owner's program for the Project: (Identify documentation or state the manner in which the program will be developed.)

§ A.1.2 The Project's physical characteristics:

(Identify or describe if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Init. 1

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§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (*Provide total, and if known, a line item break down.*)

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2
§ A.1.5 The Owner intends the following procurement or delivery method for the Project: (Identify method such as competitive bid, negotiated contract, or construction management.)
§ A.1.6 Other Project information: (Identify special characteristics or negation of the troject not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)
ARTICLE A.2 PROJECT TEAM
§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3: (List name, address and other information.)

Init.

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§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows: (List name, address and other information.)

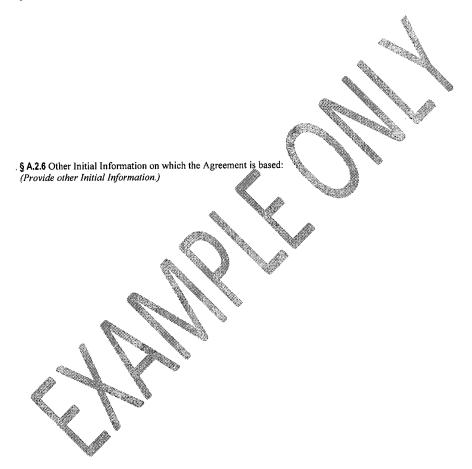
§ A.2.3 The Owner will retain the following consultants and contractors: (List discipline and, if known, identify them by name and address.) § A.2.4 The Architect identifies the following representative in accordance with Section 2.3: (List name, address and other information) **§ A.2.5** The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2. (List discipline and, if known, identify them by name, legal status, address and other information.) 1 Consultants retained under Basic Services: .1 Structural Engineer

.2 Mechanical Engineer

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.3 Electrical Engineer

### § A.2.5.2 Consultants retained under Additional Services:



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