

FOREST AREA SCHOOLS

ENGINEERING SERVICES

REQUEST FOR PROPOSALS (“RFP”)

February 23, 2022

Forest Area Schools

REQUEST FOR PROPOSAL FOR ENGINEERING AND PROJECT MANAGEMENT SERVICES

PART 1 - GENERAL INSTRUCTIONS

A. Instructions

Qualified firms are invited to submit proposals to Forest Area Schools (the “District”) for Engineering and Project Management Services for ESSER-funded HVAC improvements that may include: (1) Facilities Assessment and Pre-Design Phase Services, (2) Design Phase Services, (3) Construction Phase Services, (4) Post-Construction Phase Services, and (5) other potential components to be determined for the following preliminary scope, all of which shall collectively be referred to as the “Project”:

Elementary building

2 classroom unit ventilators
1 rooftop unit
2 mechanical room units

MS/HS building

19 classroom unit ventilators
5 rooftop units
5 heaters in ceiling

The District’s anticipated budget is for the Project is \$700,000, the successful firm is also expected to provide the District assistance in developing the final scope of the Project.

Given the limited project scope, the District expects that it will ***not*** use a separate Construction Management firm for this Project. The District reserves the right, however, to modify the form of delivery method prior to the execution of an agreement between the selected architect/engineer (“A/E”) and District based on the proposals submitted. Unless the District modifies the project delivery method, the form of agreement between the selected bidder and the District will be as set forth in Attachment “A,” hereto, which is premised on AIA Document B101 – 2017 Edition. For the purpose of this RFP, the terms “proposal” and “bid” shall be treated as one and the same.

The District reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the District.

B. Proposal Submission

To be considered by the District, two (2) copies of the complete proposal must be received no later than 4:00 p.m., March 11, 2022. Proposals should be addressed to:

Josh Rothwell, Superintendent
Forest Area Schools
7661 Shippy Rd SW
Fife Lake, MI 49633

The lower left corner of the submittal envelope should be marked: PROPOSAL FOR ENGINEERING SERVICES.

Submitted proposals become the property of the District and will not be returned.

C. Late Proposals

Any proposal received by the District after the time specified above may not be considered, in the District's discretion. The party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline.

E. Questions Concerning this RFP

Inquiries may be made to Josh Rothwell at the address above, via telephone at (231) 369-4191, or via email at jrothwell@forestarea.org. Information about the District is available during business hours (8:00 a.m. – 4:00p.m.).

F. Economy of Preparation

Proposals should be prepared simply, providing a concise description of the submitting party's ability to meet the requirements of this RFP. Please limit your proposal to the information requested in Part 3 - Proposal Details and Part 4 – Proposal Summary.

G. Proposal Signature

The section entitled, Part 4 - Proposal Summary, should be signed by the person responsible for the decision as to services and costs being offered. In the case of a joint proposal, each party should certify as to services and costs being offered by its own firm in connection with this proposal.

H. Prime Responsibilities

The firm selected will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected firm utilizes separate consultants. The selected firm shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. ***The firm must provide all necessary services that may be provided for the Project by an architect or engineer as described in 1937 PA 306, as amended, the School Building Construction Act, and 1980 PA 299, as amended, and other applicable laws.*** In the event of a joint proposal, such firm shall be jointly and severally responsible for all services offered in the proposal, regardless of who produces them.

I. Proposal Preparation Costs

All costs incurred for proposal preparation presentation, or contract negotiation, are the responsibility of the firm. The District shall not be responsible for, and will not pay, the cost for any information solicited or received.

J. Acceptance of Proposal Contents

The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except with regard to particular contents which are rejected by the District. Failure of the successful firm to abide by such obligations without the express consent of the District’s Board of Education will result in cancellation of the award.

K. Proposed Project Schedule

The A/E firm awarded the Project will be expected to assist the District in further refining the design and construction schedule. The District and all bidders recognize that this schedule may be modified once the A/E is selected and the A/E has reviewed the Project requirements.

L. Collusive Bidding and Relationship Disclosure

The Proposer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment “B.”

The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment “C.”

M. Scope of Services

It is assumed that any proposal submitted will include, but shall not necessarily be limited to, the performance of all of the activities and services identified in this section and as set forth in the form of Agreement attached as Attachment “A.” The District will consider alternate proposals; however, the proposals must clearly indicate any activities that have been deleted and/or added from the requested scope of services. References to the “Architect,” “Engineer,” “Architect/Engineer,” “A/E,” “Designer,” “Proposer,” “Bidder,” or “firm,” or other similar term shall all be intended to refer to the entity submitting a response to this RFP.

1. Facilities Assessment and Pre-Design Phase Services
 - a. Conduct an assessment of each HVAC system designated by the District to determine budget-based feasibility.
 - b. Assist in developing a construction program and project scopes and establishing an estimated cost of each desired improvement in accordance with MCL 339.2011 (which cost estimating obligation shall continue after programming).
 - c. Assist in determining the estimated cost of the desired improvements and in sizing the Project.
 - d. Attend meetings and make presentations concerning the proposed Project.
 - e. Assist the District in the development of the District’s construction program and Project scope.

2. Design Phase Services

- a. Develop Preliminary Design including, but not limited to, Space Planning, Schematic Design and Design Development specific to the Project.
- b. Complete Final Design including, but not limited to, working drawings, specifications, cost estimates, prospective bidders list, approvals (State and local authorities), technical addenda and clarifications for as the Project.
- c. Attend meetings with relevant committees to develop goals, explain options, and reach consensus on final plans.
- d. Provide copies of meeting minutes for distribution to appropriate staff and Board members.
- e. Review the construction schedule and recommendations for appropriate bidding categories and phases.
- f. Review an occupancy schedule to be implemented upon completion of construction.
- g. Produce and review projected cash flow schedules for all aspects of the Project.
- h. Review commissioning options with District and incorporate appropriate commissioning duties into the plans and specifications.
- i. Provide necessary cost estimates to satisfy statutory requirements and to permit the A/E to perform basic services.

3. Bidding Phase Services

- a. Divide segments of the work into appropriate categories and prepare bid packages of all required construction documents and specifications, including reproduction of same.
- b. Develop the necessary advertising for bid document distribution.
- c. Assist District with creating all possible contractor interest in bidding and performing this work.
- d. Prepare and distribute construction documents to bidders.
- e. Participate in pre-bid conferences with all bidders for each division of work.
- f. Assist in evaluating bids in each work category.
- g. Participate in post-bid interviews with apparent low bidders.
- h. Develop award recommendations to District.
- i. Review all trade contracts and associated documents.

- j. Advise District as to necessary building permits and other governmental agency approval applications.

4. Construction Phase Services

- a. Provide on-site observation and supervision of construction in satisfaction of the requirements of 1937 PA 306 and 1980 PA 299, including supervision and site visits as necessary during the entire construction period. At this time, the District does *not* anticipate hiring a construction manager.
- b. Continually monitor and update construction, construction draw, and occupancy schedules.
- c. Prepare change order requests and receive District approvals.
- d. Review shop drawings and expedite the review process.
- e. Review payment and cost control procedures, including the following:
 - i. Contractors' Schedule of Values
 - ii. Contractors' Payment Application and Certification
 - iii. Contractors' Sworn Statements and Waivers of Lien, if applicable
 - iv. Purchase Order and disbursement Summaries
 - v. Change Order Listings
 - vi. Budget Cost Summary Reports
- f. Participate in progress meetings and provide progress reports of same.
 - i. As needed, meet with the building principal to discuss any activities which may affect operations.
 - ii. Weekly meeting with District representatives and trade contractors.
 - iii. Monthly meetings for planning, coordination, and payments with District administrators which will include status reports on the Project, budget, change orders, and allowances for reimbursable expenses.
- g. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories.
- h. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction.
- i. Provide review and coordinate Project commissioning, including but not limited to mechanical and electrical systems.

- j. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.
5. Post-Construction Phase Services
- a. Assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment.
 - b. Provide follow-up and call-back services for the duration of the longest warranty period covered by a contractor on the Project.
 - c. Conduct a post-occupancy walk-through appropriately timed to address Project issues prior to expiration of applicable warranties.

M. Insurance Coverage

Prior to beginning work, the selected firm will be required to provide a copy of insurance certificates for general and professional liability coverages. Any consultants of the A/E shall provide insurance coverages at least equal to that provided by the A/E, and those consultants shall provide insurance certificates for general and professional liability coverages.

N. Payment of Fees

Professional fees and reimbursable fees shall be itemized on the same invoice so that the District issues no more than one monthly check to the selected A/E firm. The specific days of the month on which invoices are to be received and checks released, as well as the payment schedule, will be determined when the contract is finalized with the selected firm. The District will make payments to the A/E as determined during contract negotiations with the selected firm but fees will be paid in general proportion to the value of services rendered.

Forest Area Schools

**REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES
PART 2 - PROPOSAL REVIEW AND SELECTION PROCESS**

A. Time Frame for A/E Selection

It is the intent of the District to select an A/E according to the following schedule:

- | | |
|-------------------|---|
| February 23, 2022 | RFP is released. |
| March 2, 2022 | Mandatory pre-bid walkthrough of District's facilities. |
| March 11, 2022 | Proposals are due. |
| March 14, 2022 | Board of Education selects an A/E and authorizes the Superintendent to finalize a contract. |
| March 23, 2022 | A/E begins work. |

The District reserves the right to adjust the above schedule and/or to add/remove steps as it deems necessary or desirable in its sole discretion, with or without notice to bidders or potential bidders.

B. Review and Selection Process

The District reserves the right to reject any or all proposals that are determined not to be in the best interests of the District. The District will not necessarily select the lowest cost proposal.

C. A/E Interviews

It is expected that the District may invite firms to participate in interviews with the Board of Education (and/or, if applicable, any Selection Committee) and to answer any questions that may exist about their proposal.

D. Evaluation Criteria

The District will evaluate proposals considering all of the information provided in response to this Request for Proposal, including but not necessarily limited to the following:

Adherence to RFP: To merit evaluation, submittals must conform, in both content and presentation, to the parameters established in this request.

Relevant Experience: Relevant experience of the firm with construction and renovation of K-12 public school facilities, particularly those of comparable size and complexity.

Qualifications: Qualifications and experience of the key staff to be assigned to these projects.

Timeliness: Ability of the firm to complete work tasks specified in this RFP in a timely fashion.

Responsiveness: The ability to meet quickly with District officials, contractors, etc. when necessary.

Team Compatibility: The ability of the firm to work with students, District employees, parents, community members, contractors, and governmental officials based on references and interviews.

Fee Proposal: The total fees for A/E services, including professional fees and allowances for reimbursable expenses.

E. Awarding of the Contract

All proposals received shall be subject to evaluation by District Administration and the Board of Education for the purpose of recommending a firm or firms with whom a contract will be executed. It is anticipated that the Board of Education will authorize a District administrator to finalize contract terms with the selected firm, which terms will be subject to the final approval of the Board of Education.

The form of Contract shall be based on the modified version of AIA Document B101 – 2017 Edition, attached hereto as Attachment “A.” The bidder shall be deemed to agree with the attached document in its entirety, ***except and to the extent the bidder specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative.***

Notwithstanding anything herein to the contrary, the District shall have the ability, in its sole discretion, to negotiate any term of the Contract. The award of a Contract shall be contingent upon the successful negotiation of same. Without limiting the breadth of the foregoing, it is expressly acknowledged and agreed that the District has the right to require negotiation of a contract utilizing an “agency” construction manager or using no construction manager.

Forest Area Schools

REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES

PART 3 – PROPOSAL DETAILS

NAME OF FIRM: _____ YEAR ESTABLISHED: _____

ADDRESS: _____
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: _____ FAX NUMBER: _____

A. Business Organization

- 1. Individual ____ Partnership ____ Corporation ____ Other ____
- 2. Years firm has provided K-12 A/E Services:
- 3. List Principals and officers of the firm:

- 4. List the various professional and support staff positions and number of personnel in each position in your firm. Provide the hourly rates of all listed staff categories in this paragraph. Bidders should list all employees/staff categories and their hourly rates if the bidder proposes to utilize such staff for the Project.

Professional Staff Number Hourly Rate Support Staff Number Hourly Rate

Provide an organization chart, including resumes of all key personnel your firm will commit for the duration of this Project if awarded the contract and the hourly rate for such personnel in the event they provide Additional Services, and provide documentation regarding their respective qualifications. For the project manager and project engineers you identify to be assigned for the duration of our Project, provide the name and phone number of two superintendents, two business managers, and two building principals with whom the A/E has worked on a school HVAC project. The A/E shall not change staff assigned to the Owner's Project without Owner's approval or Owner's request except in the event such individual dies, is disabled or leaves the employment of the A/E.

- 5. Provide a brief history of your firm's experience with public school construction.
- 6. Describe the services your firm will provide during and after Project Closeout, Commissioning, Punch List process, and following up on claims, guarantees and warranties.
- 7. List professional consultants outside your firm you propose using to provide services not available in your firm.

<u>Firm Name</u>	<u>Location</u> <u>City/State</u>	<u>Specialty</u>	<u>Number of Times</u> <u>Affiliated With You</u>
------------------	--------------------------------------	------------------	--

- 1.
- 2.
- 3.
- 4.

8. What is your firm's present workload?

Provide a list of all scheduled construction projects and unscheduled construction projects currently being handled by your firm, including an indication of percentage of completion for the project.

9. What is your General Liability Insurance coverage:
 - a. Total amount of protection provided.
 - b. Amount of deductible, if any.
 - c. Name, address, phone #, and contact person of Insurance Company.
 - d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?

10. What is your Professional Liability coverage:
 - a. Total amount of protection provided.
 - b. Amount of deductible, if any.
 - c. Name, address, phone #, and contact person of Insurance Company.
 - d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?

11. Has your firm had litigation, arbitration or a claim filed against or settled with your firm by an educational client or have you filed or settled the same against an educational client? If yes, explain each in detail.

12. Has your firm had litigation, arbitration or a claim filed against or settled with your company by any client outside of the educational market or have you filed the same against any other client? If yes, explain each in detail.

13. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated an A/E or design contract, for cause or for convenience, prior to completion of a project? If yes, explain each in detail.

B. Approach to Engineering Services

1. Describe in detail, the process you will follow from facilities assessment to approval of the final design, to develop the drawings and specifications for our Project.

2. List what you consider to be the best HVAC system or renovation you have designed:

Project Name:

School District:

Contact:

Phone Number

Total Cost

of Change Orders

Cost of Change Orders

Date Completed

Why do you consider this school to be your firm's best work?

3. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use for the Project.

4. List the steps in your standard change order procedure, your criteria used to determine whether Additional Service fees will be charged and for change orders, and your fee schedule for change orders.

5. Explain your philosophy regarding change orders and identify on both a dollar and percentage basis the volume of change orders on each of your last five (5) HVAC projects. For these

projects, indicate the proportion of those changes that were owner-initiated and the identity of the owner.

7. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to school construction.
8. Although the District plans to avoid it, some of the construction work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.
9. Discuss the method of on-site observation you will use for our Project and how you will ensure a same-day response should we need on-site advice in light of the fact that the District does not expect to hire a construction manager.
10. Describe your philosophy regarding the establishment, use and purpose of contingency funds.
11. Identify all categories of anticipated reimbursable expenses the A/E would expect to charge to the District.
12. Add any additional information, suggestions, or value-added features your firm can offer for this Project.
13. List the three (3) most recent school HVAC projects for which your firm has acted as A/E.
 - a. Project Name:

School District:
Contact:
Phone Number
Total Cost
of Change Orders Cost of Change Orders
Date Completed

b. Project Name:
School District:
Contact:
Phone Number
Total Cost
of Change Orders Cost of Change Orders
Date Completed

c. Project Name:
School District:
Contact:
Phone Number
Total Cost
of Change Orders Cost of Change Orders
Date Completed

C. Anticipated Project Schedule

The District is proposing the Project start on or around June 13, 2022 and to be complete by August 26, 2022. Please identify any concerns or reservations your firm may have with that goal and describe any negative impacts on the Project foreseen as a result of the proposed project scope and budget. The District anticipates working with the selected A/E after bidding to consider Project Schedule adjustments necessary to maximize bidding opportunities.

Forest Area Schools

REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES

PART 4 – PROPOSAL SUMMARY

Because the project scope is not fully determined, the cost proposal shall be stated as a percentage of construction cost as set forth below. The total cost is to *include* professional fees and allowances for reimbursable expenses. If you believe any other information or clarification may be helpful to the District in determining your cost for services, please include that information in your proposal. The A/E's fee will be converted to a lump sum after the Project scope is sufficiently refined.

Project Budget – Approximately \$700,000

		Fee as a % of Cost of the Work (hard construction cost)
1.	Pre-Design Phase	
2.	Design Phase	
3.	Construction Phase	
4.	Post-Construction Phase	
5.	Any Other Costs	
6.	Total Fee/Compensation	

This proposal has been prepared to provide the District with all the information requested in Part 3, Proposal Details, of the RFP regarding Engineering Services. The undersigned certifies that the proposal contained herein meets or exceeds the scope of services as outlined in this RFP, and that any items that have been deleted from and/or added to the requested scope of services (including, but not limited to, the proposed contract language) are clearly noted as follows:

Signed this ____ day of _____, 2022

Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

If a corporation, indicated State of incorporation and affix seal.

By: _____

(Print Name/Title)

Attachment "A"
FORM OF AGREEMENT

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « _____ » day of « _____ » in the year « Two Thousand Twenty-Two »
(In words, indicate day, month and year.)

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

« Forest Area Community Schools »« »
« 7661 Shippy Road SW »
« Fife Lake, Michigan 49633 »
« Telephone: (231) 369-4191 »

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

« _____ »« »
« _____ »
« _____ »
« _____ »

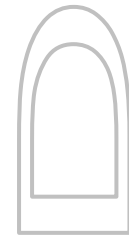
for the following Project:
(Name, location and detailed description)

«ESSER-funded HVAC projects in accordance with the Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner. »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« [To be determined by the Owner after advice and recommendations from the Architect and any other consultant, individual or entity deemed appropriate by the Owner. See also the Request for Proposals for Engineering Services dated \(the "RFP"\).](#) »

§ 1.1.2 The Project's physical characteristics:

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

« [To be determined at a later date by the Owner after advice and recommendations from the Architect and any other consultant, individual or entity deemed appropriate by the Owner. See also the RFP.](#) »

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

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

« [\\$700,000. See also the RFP.](#) »

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

.1 Design phase milestone dates, if any:

« To be determined »

.2 Construction commencement date:

« To be determined »

.3 Substantial Completion date or dates:

« To be determined »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitively bid in accordance with applicable laws »

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

« To be determined »

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« _____ »
« _____ »
« _____ »
« »
« »
« »

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

« As directed by the Owner’s board of education, the State of Michigan, or as required by law. »

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

.1 Geotechnical Engineer:

« To be determined »« »

<< >>
<< >>
<< >>
<< >>

.2 Civil Engineer:

<< To be performed by the Architect, if applicable >><< >>
<< >>
<< >>
<< >>
<< >>

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

<< >>

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

<< _____ >>
<< _____ >>
<< _____ >>
<< >>
<< >>
<< >>

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

<< To be performed by Architect, if applicable >><< >>
<< >>
<< >>
<< >>
<< >>

.2 Mechanical Engineer:

<< To be performed by Architect >><< >>
<< >>
<< >>
<< >>
<< >>

.3 Electrical Engineer:

<< To be performed by Architect, if applicable >><< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.11.2 Consultants retained under Supplemental Services:

« [Not applicable](#) »

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

« [To be determined](#) »

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. [The Architect shall be and remain responsible for all such services, regardless of whether performed directly or through its hired consultants. The Architect may engage the services of any hired consultants and subconsultants when it is appropriate to do so as mutually determined by the Owner and Architect. The Architect shall remain responsible for the work of any such consultants and/or subconsultants as if their services were performed directly by the Architect.](#)

§ 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 [and familiar with the school construction industry in Michigan](#). 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, except upon the Owner's written consent and the full disclosure by the Architect of all relevant facts.](#)

§ 2.5 The Architect shall maintain ~~the following~~ insurance until termination of this Agreement [in the types and amounts set forth below, as set forth in any -attached Certificate of Insurance, or as required by law, whichever is greater](#). ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») for each occurrence and « Two Million Dollars » (\$ « 2,000,000 ») in the aggregate for bodily injury and property damage.

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») per claim and « Two Million Dollars » (\$ « 2,000,000 ») in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services ~~consist of~~include those described in this ~~Article 3 Agreement, the RFP,~~ and include usual and customary structural, mechanical, ~~plumbing, civil and~~ electrical and other necessary engineering services to the extent necessary to perform Basic Services. ~~The Architect shall provide the services of professional structural, mechanical, civil, electrical, and other necessary engineers, as applicable, qualified by training and experience in their respective fields, as needed, to address the requirements of the Project. All s~~Services not set forth in this Article 3-~~identified in this Agreement shall be Basic Services unless expressly identified herein as are~~ Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, administer the Project, research applicable design criteria, consult with the Owner, 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 and those of its consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants, subject to the Architect's professional judgment, experience, and expertise. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's review and written 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 and provision of information, 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 and with the parties' mutual written agreement, 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's ~~written approval~~ consent.

§ 3.1.5 The Architect shall advise the Owner as to all building and special permits required for the Project and shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor(s). The Architect shall verify that the Owner has paid applicable fees and assessments. The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist and advise the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including, but not limited to plan review required by MCL 380.1263, first responder consultation required by MCL 380.1264, construction code inspections required by MCL 388.851, et seq., and fire safety inspection required by MCL 388.851, et seq. The Architect shall have the primary responsibility to complete the required documents and shall properly file them on behalf of the Owner.

§ 3.1.7 Upon request of the Owner, the Architect shall make a presentation or presentations to explain the design of the Project to representatives of the Owner.

§ 3.1.8 The Architect shall submit design documents to the Owner at intervals appropriate to the design process, not less than monthly, for purposes of evaluation and approval by the Owner.

§ 3.1.9 The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in Public Act No. 306 of 1937, MCL 388.851, et seq., and Public Act 299 of 1980, MCL 399.2011. Therefore, the Architect hereby agrees to perform the services that may be performed by an "architect" or "engineer" pursuant to those Acts, including, but not limited to, construction supervision and cost estimating, and acknowledges that nothing contained in this Agreement shall be construed to limit such services, duties or obligations.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review, and assist in the development of, the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services and the Project.

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

Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a “particular material” recommended by the Architect for the Project shall constitute approval of that “particular material” by Owner for aesthetic purposes only.

§ 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 combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget, 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. The Architect will review, revise, and update such estimates as necessary. The Architect shall perform cost estimation services at least to the extent necessary to comply with MCL 339.2011, acknowledging that other provisions of this Agreement may require more detailed, extensive, or frequent cost estimates. The Architect shall advise the Owner if it appears that the Cost of the Work may exceed the Owner’s budget and shall make recommendations for corrective action.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s written approval. The Owner’s approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Architect shall not proceed to the Design Development Phase unless and until it has received the Owner’s written approval.

§ 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 and provide Design Development Documents for the Owner’s approval. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a “particular material” recommended by the Architect for the Project shall constitute approval of that “particular material” by Owner for aesthetic purposes only. 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, civil and electrical systems, and such other appropriate elements reasonably related to the Project. 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 review, revise, and update the estimate of the Cost of the Work prepared in accordance with Section 6.3 and MCL 339.2011.

§ 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 written approval. The Owner’s approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Architect shall not proceed to the Construction Documents Phase unless and until it has received the Owner’s written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Construction Documents for the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the ~~quality levels and performance criteria of~~ materials and systems, their quality levels, and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall require in the relevant bid documents and review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner 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 Contract for Construction and Specifications, and may include bidding requirements and sample forms. All such documents shall be developed to conform with the terms of this Agreement, including, but not limited to, dispute resolution provisions and shall comply with all public bidding, and contracting laws applicable to Michigan public school districts and this Project.

§ 3.4.3.1 Documents referenced in Section 3.4.3 shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement. The Architect shall ensure that bid specifications and in any of the relevant document provisions indicate that modified version(s) of the standard AIA Owner/Contractor Agreement and General Conditions of the Contract will be utilized. Any contract form shall be subject to the Owner's approval. The Architect shall request the form of Owner/Contractor Agreement and the form of the General Conditions of the Contract be either drafted by, or reviewed by, the Owner's legal counsel and, upon receipt, shall include such documents in the bid specifications, the project manual, and all final project documents.

§ 3.4.4 The Architect shall review, revise, and update the estimate for the Cost of the Work prepared in accordance with Section 6.3 and MCL 339.2011.

§ 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 written approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. Further, approval by the Owner shall not constitute approval of the means, methods, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only. The Architect shall not proceed to the Procurement/Bidding Phase without the Owner's written approval.

§ 3.4.6 The Architect shall keep the Owner informed of any known or reasonably suspected changes in requirements, general market conditions or in construction materials, systems or equipment as the Drawings and Specifications are developed.

§ 3.5 Procurement/Bidding Phase Services

§ 3.5.1 General

The Architect shall ~~assist, in consultation with~~ 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 and shall render interpretations and the clarifications of the Drawings and Specifications in appropriate written form; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction, which contracts shall be either prepared or reviewed by the Owner's legal counsel as described in Section 3.4.3.1. The Architect shall

conduct pre-award conferences with apparent low bidders, shall assist the Owner in evaluating bids, and shall make award recommendations to the Owner.

§ 3.5.1.2 All references to arbitration shall be replaced in each trade contract or subcontract with non-binding mediation, leaving the parties to resolve disputes through any legal and/or equitable means if non-binding mediation fails.

§ 3.5.1.3 The Architect shall include in the bidding information, plans, or specifications a requirement that the successful Contractor(s) shall provide operation manuals to the Owner and that Contractor(s) shall provide adequate training for the Owner in the operation of any and all facility systems installed by the Contractor(s), including mechanical, civil, electrical, HVAC systems, and any other building systems.

§ 3.5.1.4 The Architect shall consider, propose, develop and implement a reasonable plan to develop bidders' interest in the Project(s), acknowledging the critical nature of ensuring sufficient bid coverage to satisfy requirements regarding Project quality and the Owner's fixed budget.

§ 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 developing bidders' interest in the Project and establish bidding schedules
- .2 issuing bidding documents to bidders, preparing and publishing necessary bid notices and advertisements
- .3 procuring the reproduction of and facilitating the distribution of Bidding Documents to prospective bidders;
- ~~.4~~ organizing and conducting a pre-bid conference for prospective bidders;
- ~~.5~~ preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~
- ~~.6~~ organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner
- ~~.7~~ reviewing the bidding procedure to ensure compliance with competitive bidding laws, including with respect to MCL 380.1267, MCL 380.1274, MCL 380.1274a, and the federal Uniform Grant Guidance (2 CFR 200.1 et seq.) as applicable, and the publication of bid advertisements;
- .8 ensuring all bid bonds, payment bonds, and performance bonds have been timely obtained; and
- .9 preparing bid analyses, conducting post-bid interviews with apparent low bidders, and making recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Architect shall not solicit negotiated proposals when doing so would be contrary to law or the Owner's policies. Upon request, the Owner shall provide the Architect with a copy of its competitive bidding policies.

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

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

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service~~, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall verify that competitive bidding thresholds established by applicable law are satisfied.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended. ~~If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. In the event there is any conflict between this Agreement and the General Conditions, as modified, the terms of this Agreement shall prevail. Otherwise, both documents shall govern.~~

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the ~~Construction Phase Services~~ services described in this Agreement. 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, except as otherwise provided in this Agreement, be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of: (1) the date the Architect issues the final Certificate for Payment or (2) the end of the Contractors' relevant warranty periods (not less than one year beyond Substantial Completion of the Project).

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3~~, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies, and to determine, ~~in general~~, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Nothing in this Section shall reduce or limit the Architect's duty to supervise construction as provided in Section 3.1.9.

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

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

§ 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 and without negligence. The Architect's ~~decisions~~interpretations 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 A201–2017, as modified, the Architect shall render initial ~~decisions~~written interpretations 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, the quality and progress of the Work is in accordance with the Contract Documents, that the Work has been performed in a good and workmanlike manner, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing accompanying the relevant certification.

§ 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, (2~~3~~) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (3~~4~~) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Nothing in this Section 3.6.3.2 shall be interpreted to reduce or eliminate the Architect's supervision duties, including as set forth in Section 3.1.9.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, certified copies of which shall be sent to the Owner.

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review 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 general accuracy, completeness and conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Unless otherwise agreed, ~~t~~The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review and approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

such design professionals, but shall provide prompt written notice to the Owner if the Architect becomes aware of any material error, omission, or inconsistency in such services, certifications, or approvals.

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ~~Subject to Section 4.2, the~~ The Architect shall prepare and take other appropriate action on Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. The Architect shall contemporaneously review with the Owner all changes and potential changes in the Work for reason, cause, cost and responsibility. Said issues shall be recorded and reported in a Change Management Log for the Project, the review and approval of which by the Architect shall evidence concurrence in the resolution of the issue as identified therein.

§ 3.6.6 Project Completion

§ 3.6.6.1 When the Architect considers each Contractor's Work or a designated portion thereof is substantially complete, the Architect shall, jointly with the Contractor, prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Architect shall then:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and, upon Substantial Completion, jointly with the Contractor, prepare a list of incomplete or unsatisfactory items and schedule their completion; the Architect shall then coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Architect shall evaluate the completion of the Work of the Contractor or Contractors, make a determination when the Work is ready for final inspection, and conduct final inspections;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 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. The Architect shall be solely responsible for the inspection, and the Owner shall be solely an observer.

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) certificates of insurance received by the Contractor(s), (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 The Architect shall ensure that all keys, manuals, record drawings and maintenance stocks have been delivered to the Owner. The Architect shall forward to the Owner a final Project Application for Payment and Project Certificate for Payment upon the Contractor's compliance with the requirements of 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.

§ 3.6.6.6 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and the Architect.

§ 3.6.6.7 As part of Basic Services, the Architect shall be prepared to serve, and shall serve when requested by the Owner, as a witness in connection with any public hearing, arbitration proceeding, legal proceeding or administrative law proceeding to which the Owner or the Architect is a party concerning the Project.

§ 3.6.6.8 To the extent required by law or as required by the Owner, the Architect shall require each Contractor for each separately bid portion of the Work to obtain and maintain a performance bond and payment bond in an amount covering the Contractor in a form and with a surety acceptable to the Owner in connection with its obligations thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Architect shall deliver the required bonds to the Owner at least three (3) days before the commencement of any work at the Project site.

§ 3.6.6.9 The Architect shall assist the Owner in the planning and sequencing of construction activities in order to accommodate necessary Work during occupancy of the Project area in a manner acceptable to the Owner. The Architect acknowledges and agrees that the Owner needs and will be using the Project area or portions thereof for its educational purposes during construction. The Architect will perform its work and will direct the work of the Contractors so as not to interfere with the Owner's use of the Project area for educational purposes, including but not limited to controlling and managing noise levels, safety, dirt, dust, debris, convenient access, etc.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

~~§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~ Additional Services (including the services listed below in this Article 4 and not identified as Basic Services) may be provided by the Architect, and compensated by the Owner, as a Supplemental or Additional Service only if: (a) the services are required for the Project or requested by the Owner. (b) the Owner authorizes the performance of same in writing prior to the Architect's provision of any such service, and (c) the Architect provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Supplemental or Additional Service in the absence of the foregoing. For properly authorized Supplemental or Additional Services, the Owner shall compensate the Architect as provided in Section 11.2 or 11.3, as applicable.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement. In those instances where the second column is left blank, it is intended that such service is not a Basic Service of the Architect.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect Basic Service
§ 4.1.1.3 Measured drawings of existing facilities	
§ 4.1.1.4 Existing facilities surveys	Architect Basic Service
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	Architect Basic Service
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect Basic Service, if applicable
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required by MCL 339.2011 and in Section 6.3	
§ 4.1.1.13 On-site project representation	Architect Basic Service
§ 4.1.1.14 Conformed documents for construction	Architect Basic Service
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	See Section 4.1.2
§ 4.1.1.17 Post-occupancy evaluation	Architect Basic Service
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect Basic Service
§ 4.1.1.21 Telecommunications/data design/ technology design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	See Section 4.1.2
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	Architect Basic Service to the extent necessary to fully implement the Project
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 ~~as the Architect's responsibility is provided below~~ [as requiring further clarification herein](#).
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

~~«Section 4.1.1.16: As a Basic Service, the Architect will collect the contractors' marked-up prints and deliver to the Owner in a reasonable condition and format.~~

~~Section 4.1.1.23: The Architect shall comply with Rule 1098a of the Michigan Energy Code, as applicable, and shall otherwise participate in basic system start-up and balancing information provided by the contractor as part of its Basic Services. »~~

~~§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)~~

~~« »~~

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

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, in accordance with the first paragraph of Section 4.1, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and, if necessary, an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing, with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until ~~the Architect receives the Owner's written authorization~~ all requirements of the first paragraph of Section 4.1 have been satisfied:

- ~~.1 Subject to Sections 6.7 and 6.8, services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;~~
- ~~.2 Services necessitated by the enactment or revision of codes, laws, or regulations after completion of drawings, including changing or editing previously prepared Instruments of Service;~~
- ~~.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are unforeseeable and occur after the preparation of such Instruments of Service and are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care. (The Architect is expected to and shall provide its services in compliance with the most recent codes, laws, regulations, and interpretations.);~~
- ~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner, acknowledging the Owner's status as a public body, or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or the Architect's services are at issue, which shall be Basic Services;~~
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
~~or;~~~~
- ~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall promptly comply with the first paragraph of Section 4.1 for ~~provide~~ the following Additional Services, ~~notify the Owner with reasonable promptness,~~ and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are ~~not~~ required, the Owner shall give prompt written notice to the Architect ~~of the Owner's determination~~. The Owner shall have no obligation to compensate the Architect for ~~the~~ services ~~provided prior to the Architect's receipt of the Owner's notice~~ not accepted in writing by the Owner.

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

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

- ~~.1~~ ~~« » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2~~ ~~« » (« ») visits to the site by the Architect during construction~~
- ~~.3~~ ~~« » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4~~ ~~« » (« ») inspections for any portion of the Work to determine final completion.~~

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner may ~~shall~~ update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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. The parties acknowledge the Owner's fixed budget for the Project shall be established as a condition precedent to the enforceability of this Agreement.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to the Owner's parameters. 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, subject to the Owner's status as a public body, including compliance with the Open Meetings Act.

§ 5.4 When required by the circumstances of the Project and upon the Architect's request, ~~the~~ Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will contract and pay for such services, as applicable.

§ 5.5 When required by the circumstances of the Project and upon the Architect's request, ~~the~~ Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will contract and pay for such services, as applicable.

~~§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ - 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.8 The ~~Owner~~Architect shall coordinate the services of its own consultants with those services provided by the ~~Architect~~Owner and its consultants. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service in accordance with Article 4, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Architect shall assist the Owner in selecting a service provider as a part of Basic Services. The Owner shall require that its consultants and contractors maintain ~~insurance, including professional liability insurance, as appropriate to the services or work provided.~~

§ 5.9 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. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will contract and pay for such services.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt ~~written~~ notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall give the Owner prompt written notice of any fault or defect in the Contract Documents or the Architect's Instruments of Service and shall correct the same as part of the Architect's Basic Services. The Owner's failure to provide any notice described herein shall not serve as a waiver of or excuse of the Architect's performance or failure to perform pursuant to this Agreement. This Section does not impose a duty of observation or inspection on the Owner.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the

Architect of the substance of any direct communications between the Owner and the Contractor otherwise ~~relating to~~ materially affecting the Project. Communications by and with the Architect's consultants shall be through the Architect.

~~§ 5.13 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.~~

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

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating or tracking under 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, compensation of any Owner-hired consultants for the Project (including, for example, an Owner's Representative), and compensation of the Architect and the Architect's consultants, including respective compensation for reimbursable expenses at the job site, if any. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work only,~~ the Cost of the Work does not include the compensation of the Architect or its consultants; work for which the Architect is not providing services (e.g., unused contingency dollars, Owner-hired consultants, Owner-purchased equipment); the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work will be determined as stated in Section 1.1.3 ~~is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. A fixed limit of total Cost of the Work will be established by the Owner as a condition of this Agreement.~~ Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the school construction industry in Michigan. 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. See MCL 339.2011.

§ 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 recommend reasonable adjustments in the program and scope of the Project with the Owner's concurrence; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget~~ fixed limit of construction cost 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

~~§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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~~ fixed limit of construction cost 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 reasonably cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's ~~budget~~fixed limit of construction cost 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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 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~~fixed limit of construction cost 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise~~ the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 In the event the lowest bid(s) or negotiated proposal(s) exceeds the budget for the Project and/or Cost of the Work, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation provide such modifications in the Contract Documents and related bidding and other services as necessary to bring the cost of the Project or Cost of the Work, as applicable, within the budget.

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. The Owner shall be permitted to retain copies including reproducible copies of the Architect's drawings, specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project, modifications, renovation, or additions to the Project, and to complete the Project in the event the Architect is not retained through completion.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable license to access, use, and reproduce the Architect's Instruments of Service, in whatever form the Instruments of Service then exist and regardless of their stage of completion, solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, and completing the Project if the Architect does not provide services through completion. On behalf of and for the benefit of the Owner, the Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The licenses granted or referenced under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors and design professionals, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Any

termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses described herein. See also Section 7.5.

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

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

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

§ 7.6 All construction plans, specifications, drawings and all other documents and like materials relating to the Project, including those in electronic form, prepared by the Architect and the Architect's consultants ("Instruments of Service") shall become the property of the Owner at the conclusion of the Project or termination of the Architect's services, whichever is earlier, and shall be delivered immediately to the Owner clearly marked and identified in good order. The Owner may use the Instruments of Service as it determines, but, to the extent allowed by law, the Architect and the Architect's consultants shall incur no liability for the Owner's use of the Instruments of Service other than in connection with the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, ~~in accordance with the requirements of the binding dispute resolution method selected in this Agreement and~~ within the period specified by applicable Michigan law, but in any case not more than 10 years after the date of Substantial Completion of the Work. No claim by the Owner shall be barred as untimely if filed within six years of Substantial Completion of the Project. 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 A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding 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 filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by non-binding 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 this Agreement, except that either party may, if in good faith declare a mediation impasse and proceed with litigation after one full day of mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ During the pendency of mediation, the parties agree that all limitations periods applicable to all claims that are the subject of this process or that are related to claims subject to this process shall be tolled.

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

~~§ 8.3 Arbitration~~

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance. Unless the Owner's failure to make a timely payment in accordance with this Agreement is because the services or invoiced amounts are in reasonable dispute, such failure shall be considered substantial non-performance by the Owner 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 because the Owner fails to make an undisputed payment, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services because the Owner fails to make an undisputed payment, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension ~~and any expenses incurred in the interruption and resumption of the Architect's services~~. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted subject to negotiation.

~~§ 9.2~~ If the Owner voluntarily chooses to suspend the Project for more than 30 consecutive days, other than a scheduled suspension, 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 subject to negotiation.

~~§ 9.3~~ If the Owner voluntarily chooses to suspend the Project for more than 90 ~~cumulative~~ consecutive days for reasons other than a scheduled suspension or 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. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing, stating with specificity the alleged non-performance, and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period of not less than 15 days following the Owner's receipt of said notice.

~~§ 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~~ Upon termination of this Agreement ~~for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3~~, the Owner shall compensate the Architect for services timely and properly performed prior to termination, as well as Reimbursable Expenses incurred and due, ~~and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1~~ Termination Fee:

«→»

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

«→»

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement ~~are set forth in Article 7 and Section 9.7~~ continue and shall not be terminated or diminished in any manner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified, In the event of any conflict between this Agreement and the General Conditions, this Agreement shall govern.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, the Architect shall immediately notify the Owner if it becomes aware of the presence of any such materials or substances.

§ 10.7 The Architect shall have the right to lawfully 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. ~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~ The Architect shall obtain the Owner's approval prior to disclosures of information for purposes of verifying that such disclosures contain no confidential information (including, for example, information protected by FERPA).

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

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

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

§ 10.10 The Architect agrees to retain records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

§ 10.11 Waiver and Severability

§ 10.11.1 Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

§ 10.11.2 A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's timely and proper completion of Basic Services ~~described under Article 3,~~ the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

~~« A lump sum amount to be agreed upon in writing prior to the commencement of the Project. »~~

~~**.2** Percentage Basis
(Insert percentage value)~~

~~«
»
(«
») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~**.3** Other
(Describe the method of compensation)~~

~~«
»~~

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

«As mutually agreed by the parties in writing prior to performance.»

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

«As mutually agreed by the parties in writing prior to performance.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants ~~when not included in Section 11.2 or 11.3~~, shall be the amount invoiced to the Architect ~~plus~~ ~~« »~~ percent (~~« »~~%), or as follows ~~without mark-up.~~
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

«»

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Compensation would be due and payable in monthly progress payments for services properly completed and expenses incurred. As a guideline for anticipating payments, architectural services would be in phases as follows:

Schematic Design Phase	« »	percent (« »)	%)
Design Development Phase	« »	percent (« »)	%)
Construction Documents Phase	« »	percent (« »)	%)
Procurement Phase	« »	percent (« »)	%)
Construction Phase	« »	percent (« »)	%)
Total Basic Compensation	one hundred	percent (100)	%)

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

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

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

« See attached Hourly Rate Schedule for the year in which the project is being performed »

Employee or Category	Rate (\$0.00)/Hour

§ 11.8 Compensation for Reimbursable Expenses

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

- 1 Transportation and authorized out-of-town travel and subsistence;
2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3 Permitting and other fees required by authorities having jurisdiction over the Project;
4 Printing, reproductions, plots, and standard form documents, except that reproductions of the Instruments of Service are to be provided as a part of the Architect’s Basic Services when for office use by the Architect and the Architect’s consultants;
5 Postage, handling, and delivery;
6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner in writing;
7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
9 All taxes levied on professional services and on reimbursable expenses;
10 Site office expenses;
11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
12 Other similar Project related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants at cost and without markup, plus zero percent (0%) of the expenses incurred. The parties shall discuss and agree upon a “not to exceed” amount for reimbursable expenses applicable to the Project. Once established, the not-to-exceed amount shall not be exceeded without the Owner’s prior written approval. No reimbursable expenses shall be sought or paid unless and until the parties agree upon a not-to-exceed amount.

§ 11.9 Architect’s Insurance. If the The types and limits of coverage required in Section 2.5 are not in addition to the types and limits the Architect normally maintains, unless the Architect so indicates below and the Owner agrees in writing. If applicable, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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

Table with 3 columns: Insurance required of Architect is greater than normally maintained; Yes; X No; If “Yes” is marked, the Owner acknowledges the additional cost: Yes; No--

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, undisputed payments for services shall be made monthly in proportion to services performed. Undisputed payments are due within 30 days of the Owner’s receipt and payable upon presentation of the Architect’s invoice, except and to the extent reasonably disputed by the Owner in good faith.

Undisputed Amounts unpaid ~~« thirty » (« 30 »)~~ days after the invoice due 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.)

« Five (5) » % « per annum, per MCL 483.31. »

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

«§ 12.1 The Architect shall perform its responsibilities and services in a manner consistent with the professional standards of the Architectural profession in the State of Michigan for an architect familiar with school construction. Without limiting the breadth of the foregoing, the Architect shall comply with all applicable federal, state, and local laws, rules, regulations and policies/procedures. See Section 2.2.»

§ 12.2 The Architect shall not be entitled to additional compensation in the event it is necessary to extend the contract completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, etc.

§ 12.3 The Architect shall immediately notify the Owner, in writing, of the presence of any hazardous materials or toxic substances in connection with this Project of which the Architect is aware. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances.

§ 12.4 The Architect agrees that it will be the Architect responsible for the construction described in this Agreement and shall not specify as a building material in any Construction Document for the Project any material which the Architect knew or reasonably should have known was an asbestos containing building material (ACBM), as defined in Section 763.83 of 40 CFR Part 763, as amended. Upon the issuance of the final certificate for payment, the Architect shall furnish the Owner a signed statement (dated current) that, to the best of the Architect's knowledge, no asbestos containing building material was used as a building material in the Project. The Architect shall submit a copy of the certification to the Environmental Protection Agency Regional Office and to the Owner, which shall include the certification in its management plan. The Architect shall include in specifications that no ACBM shall be used in the construction of the school building and that each Contractor shall certify to the Owner and the Architect that none was used in the construction. The Architect shall cooperate with the Owner in obtaining all Contractor certifications.

§ 12.5 The Architect shall provide the Owner the necessary bidding information and shall assist the Owner in the preparation of the General Conditions of the contract and the Form of Agreement Between Owner and Contractor, which documents shall be subject to Owner approval. The referenced documents shall consist of modified AIA contract forms prepared or reviewed by the Owner's legal counsel, which the Architect shall include in the necessary bidding information and in the project manual. The Architect shall include in bid specifications and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) will be utilized. See also Section 3.4.3.1.

§ 12.6 (a) If errors and omissions in the Project are detected in the plans and specifications before the Work has been bid, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be

borne by the Architect. The cost to change the plans and specifications shall be the responsibility of the Architect. Any additional construction costs in this instance, except for delay damages and costs, resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner.

(b) If errors and omissions in the Project are detected in the plans and specifications after the Work has been bid, and if revision, removal or replacement of a portion of the Work is required, the Architect shall pay the cost of redesign and, if the Architect's error or omission was due to professional negligence, determined on a case-by-case basis, then the Architect shall pay for the cost of redesign and the cost of the revision, removal, and the reconstruction required to begin incorporation of the omitted item or correction of the erroneous feature shall be the responsibility of the Architect.

(c) The Owner and Architect acknowledge that no set of construction documents will be free of errors and omissions and that some errors and omissions may be within the standard of the industry. However, this subsection shall not be intended to eliminate or reduce the Architect's obligation to comply with applicable laws or performance standards.

§ 12.7 The Owner reserves the right in its discretion to require consolidation or joinder of mediation or litigation arising out of or relating to this Agreement with another mediation or litigation involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense, or effort.

§ 12.8 In the event of mediation arising out of or relating to this Agreement, the Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located. In the event litigation arising out of or relating to this Agreement is related to litigation that is subject to the required jurisdiction/venue of another court, the Owner reserves the right determine the applicable court in its sole discretion.

§ 12.9 The Architect further agrees to include a similar mediation provision as identified herein in the form Owner/Contractor Agreement (per Section 3.4.3) and in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultant also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements. The Architect shall be responsible for ensuring the inclusion of this provision in pertinent bid documents and contract forms, the preparation of which the Architect provides or with which the Architect assists in preparation.

§ 12.10 The Architect, without additional cost to the Owner, shall maintain in force professional liability insurance providing coverage for the Architect for any negligent act in the Architect's rendering of or failure to render professional services and protecting the Owner from damages arising from results of such errors and omissions. Any "claims made" insurance shall be maintained in force during the life of the Project and for a period of no less than seven (7) years following the date of substantial completion. Any "occurrence based" insurance shall be maintained in force during the life of the Project and for a period of no less than twelve (12) months after the date of substantial completion. The Architect shall notify the Owner thirty (30) days in advance if this coverage becomes unavailable or if the coverage amount is substantially changed. The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage of the Architect, which certificates shall be attached to this Agreement. The Owner shall be listed as "additional insured" on all coverages to the extent reasonably permitted by the carrier. See attached Certificate of Insurance.

§ 12.11 The Owner reserves the right to approve the identity of the Architect's Project's representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall provide the services of _____ and all other individuals required for the Project. In the event that any of the individuals identified above is discharged, dies, is disabled, or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement by the Owner.

§ 12.12 The following provisions are to be included in the Architect's Basic Services:

- [Providing analysis of the Owner's needs and programming the requirements of the Project.](#)
- [Providing submissions of the Owner for approvals of state governmental authorities having jurisdiction over the Project.](#)
- [Providing services to investigate existing conditions or facilities, excluding the cost of services to make measured drawings of existing facilities where original construction documents do not exist.](#)
- [Making revisions to drawings because the estimate of the Cost of the Work exceeds the Owner's budget.](#)
- [Preparing for, and attending, public presentations, meetings or hearings.](#)
- [Preparing for, and attending, a dispute resolution proceeding or legal proceeding.](#)
- [Evaluating the qualifications of bidders.](#)
- [Reviewing a contractor's submittal out of sequence from the initial submittal schedule.](#)
- [Responding to all contractor requests for information.](#)
- [Evaluating all claims as the Initial Decision Maker.](#)
- [Providing multiple preliminary designs](#)
- [Providing civil engineering services, if necessary for the Project](#)
- [Providing detailed cost estimating as necessary to comply with MCL 339.2011](#)
- [Providing as-designed record drawings](#)
- [Preparing design and documentation for alternate bids or proposals requests proposed/agreed to by the Owner](#)
- [Providing consultation regarding replacement of work resulting from fire or other cause during construction.](#)

[§ 12.13 To the fullest extent permitted by law, the Architect shall indemnify the Owner, its Board members, officers, and employees from and against any and losses, damages, including reasonable attorneys' fees and any additional expenses, and judgments arising from the Architect's negligence, the Architect's breach of this Agreement, or from claims by third parties that are attributable to the Architect's failures. The Architect's indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligence of the Owner, its Board members, officers, and employees, but shall be to the fullest extent of the Architect's responsibility.](#)

[§ 12.14 Production of original drawings and specifications, as well as all construction bulletin drawings and specifications in a CAD PDF form acceptable to the Owner shall be a part of Basic Services. Additionally, the Architect shall assemble and deliver all field drawings used for the Project as a part of Basic Services. All drawings and specifications of any medium, shall be available to the Owner at any time upon request, regardless of the stage of completion.](#)

[§ 12.15 Services deleted from Article 4.3 and its subparts shall be deemed to be a part of Basic Services.](#)

[§ 12.16 As part of Basic Services, the Architect shall conduct a post-occupancy inspection at six \(6\), twelve \(12\) and twenty-four \(24\) months following the Date of Substantial Completion and thereafter provide callback services for a period through the warranty period \(minimum one year\).](#)

[§ 12.17 The Architect shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student of the Owner without the express written permission of the parent or guardian of that student if that student is a minor. If the student is of the age of majority or is an emancipated minor, the Architect must obtain express written permission from that student. Such express written permission shall acknowledge the Architect's intent for use of those images. The Owner, in its discretion, may assist the Architect in securing such permission.](#)

[§ 12.18 The Architect shall be accessible to the Owner, either on-site or via communication media, as is reasonably necessary to address issues that arise during the Project.](#)

[§ 12.19 The Architect will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this contract.](#)

§ 12.20 The Architect will, as part of Basic Services, attend the Owner’s Board of Education meetings and staff meetings (in person or via communication media) as reasonably requested by the Owner.

§ 12.21 The Architect shall actively enforce all applicable policies of the Owner, including but not limited to those related to alcohol and tobacco.

§ 12.22 As a part of Basic Services, the Architect shall verify that a written record is made for all meetings, conferences, discussions, and decisions made between or among the Owner and Architect, to which Architect is a party, during the design phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work and provide a copy of such records to the Owner upon request.

§ 12.23 The Owner and Construction Manager acknowledge that this Project is being funded by Elementary and Secondary School Emergency Relief (ESSER) funds. The following Sections 12.27-12.33 are federally required as a condition of Owner’s use of those funds. 2 C.F.R. Part 200.

§ 12.24 Equal Employment Opportunity

The Owner is referred to as the “applicant” for the purposes of this Section 12.18. The Construction Manager is referred to as the “contractor” for the purposes of this Section 12.18, and agrees as follows to the extent applicable for this Project:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement, if any, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

§ 12.25 Clean Air Act

For the purposes of Section 12.28, 12.29, 12.30, 12.31, 12.32, and 12.33, the Construction Manager is referred to as the "contractor".

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

§ 12.26 Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

§ 12.27 Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

§ 12.28 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

§ 12.29 In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule, (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

§ 12.30

(a) As appropriate and to the extent consistent with the law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including by not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards.

(b) For the purposes of this section:

(1) "Produced in the United States" means for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coating, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

»

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, [as modified](#).
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)~~

« »

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

~~[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this agreement.)~~

~~« »~~

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

~~« »~~

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

« [AIA Document A201 – 2017, General Conditions, as modified](#)
[Project Manual](#)
[Certificate of Insurance](#)
[Request for Proposals for Engineering Services](#) »

Except as otherwise set forth in this Agreement, in the event of any inconsistency or ambiguity within, between, or among one or more of the Contract Documents, the term(s) most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

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

FOREST AREA COMMUNITY SCHOOLS,

OWNER *(Signature)*

« »« »

(Printed name and title)

ARCHITECT *(Signature)*

« »« »

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

Attachment "B"

FAMILIAL DISCLOSURE STATEMENT

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:
(insert name of affiant)

1. I am a/the:
- President
 - Vice-President
 - Chief Executive Officer
 - Member
 - Partner
 - Owner
 - Other (please specify) _____

of [insert name of firm], a bidder for engineering services for Forest Area Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned firm with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for engineering services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 2022

(signature)
(printed)

Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

Attachment "C"

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ [title] of _____ [bidder], or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of engineering services to Forest Area Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)