Redmond
SCHOOL DISTRICT

REQUEST FOR PROPOSALS

ARCHITECTURAL DESIGN
AND
CONSULTING SERVICES

February 17, 2021

TABLE OF CONTENTS

TABLE OF CONTENTS

Section 1

	Announcement of Request for Proposals	page 3

Section 2

2.1	Form of Consultants Response	page 4
2.2	Prohibition of Alterations	page 5
2.3	Equal Employment Compliance Requirement	page 5
2.4	Disclosure of Interest/Public Record	page 5
2.5	Reservations	page 6
2.6	Insurance Coverage	page 7
2.7	Selection Process Schedule	page 7
2.8	Design Firm Proposals	page 8
2.9	Selection Criteria	page 9
2.10	Scope of Services Agreement and Fee Negotiations	page 10
2.11	Inquiries	page 10
2.12	Collusion	page 10
2.13	Disclosure	page 11
2.14	Special Contract Requirements	page 11

Section 3

3.1	Introduction	page 11
3.2	Scope of Requested Services	page 11
3.3	District Provided Services	page 12
3.4	Required Proposal and Response Criteria Information	page 12
3.5	Protest Procedure	page 14
3.6	Negotiation	page 16
3.7	Attachments	page 17

Attachments

ATTACHMENT A	Description of Work	page 18
ATTACHMENT B	Certifications	page 20
ATTACHMENT C	Insurance Requirements	page 21
ATTACHMENT D	Consultant References	page 23
ATTACHMENT E	Form of Agreement	page 24
	AIA Modified B101-2017	page 25

DRAWING

	Tom McCall Elementary School Conceptual Drawing	page 60
	Vern Patrick Elementary School Conceptual Drawing	Page 63

SECTION 1

ANNOUNCEMENT OF REQUEST FOR PROPOSALS

Electronic Proposal Responses will be received by Chad Franke, Program Manager, HMK Company at chad.franke@hmkco.org until 2:00 PM, March 12, 2021. Faxed responses will not be accepted.

The Redmond School District is seeking to select Architects to provide the services described herein Design Services for the following schools:

- Elton Gregory Middle School
- Obsidian Middle School
- Tom McCall Elementary School
- Vern Patrick Elementary School

Project Descriptions

Addition and Renovation Projects:

Elton Gregory Middle and Tom McCall Elementary: Construct six (6) additional classrooms with activity space and cafeteria equally between the two schools for flexibility to expand student capacity. MACC is $2,500,000.

- Elton Gregory Middle School
  Renovate building entrances for safety & security, new access control system, install additional cameras, expand intercom system.
- Tom McCall Elementary School
  Renovate building entrances for safety & security, new access control system., expand intercom system. Reseal and weatherproof exterior concrete walls.

Vern Patrick Elementary School: Construct six (6) additional classrooms with activity space and cafeteria to expand student capacity. Replace communication and security camera systems. Add secure fencing to school perimeter and repair sidewalks. Repaint interior and exterior of building. MACC is $2,500,000.

Renovation Project:

Obsidian Middle School: Relocate front office to improve circulation, safety and security and remodel entrances for safety and security. Make ADA upgrades, including remodeling of restrooms, ADA access from north parking lot to playground and ADA access from school to football field and upgrade exterior doors to meet ADA requirements. Repair sidewalks for safety. Upgrade sewer system to meet current standards and replace water heater for efficiency. Remove breezeway. Replace all wire glass. This is a minor remodel project with an alternate for major HVAC renovation project. MACC is $2,500,000

The total value of the construction budgets is anticipated to be approximately $7.5 million, funded by the recent bond election. Selected firms will be expected to start immediately after Board award and receipt of a Notice to Proceed (NTP).

The District reserves the right to reject any Proposal response not in compliance with all prescribed public procedures and requirements and to waive informalities in this Request for Proposals response process.

The Request for Proposals may be obtained from: http://hmkco.org/bid-documents/

A MANDATORY Pre-Proposals Meeting and Project Orientation will be held at 2:00 PM on Friday, February 26, 2021 at Vern Patrick Elementary School, located at 3001 SW Obsidian Avenue, Redmond, OR 97756. We will then visit the project sites.

Dated February 17, 2021

Chad Franke, Program Manager, HMK Company,
on behalf of
Redmond School District

SECTION 2

2.1 FORM OF CONSULTANTS RESPONSE

A. IMPORTANT NOTICE: Oregon State Statutes under the Proposals Based Selection (RFP) process allow the School District to go through a prescribed process to solicit qualifications for architectural and engineering services and award professional services contracts. The District takes the RFP process seriously, and it is its intent to solicit professional consultant qualification submittals that are accurate, and that each consultant intends to honor. Consultants are expected to submit responses that are accurate, complete, and contain all terms and conditions that they feel are necessary. If after submitting a response, the consultant finds changes are necessary, the consultant may change or withdraw their response at any time up to the time of response opening. However, after the due date and time, the response may not be changed or altered in any way. If accepted, a response is considered complete and the consultant will be expected to honor their submittal.

B. Proposals Based Selection (RFP) is allowed under Oregon Administrative Rules to solicit professional services. This Request for Proposals allows consultants the opportunity to submit to the District the qualifications response that they feel will best serve the interests of the District.

C. Paper submissions will not be accepted. Consultants shall provide one (1) electronic copy sent via email of their response and all attachments, containing all required signatures.

D. Responses including cover letter & resumes are limited to 30 pages of content, single-sided, 8 1/2" x 11", and minimum 11-point font. Any additional information deemed appropriate should be submitted as a separate document in the same email.

E. Each proposal shall be submitted **ELECTRONICALLY,** and the subject line as follows: **"RSD - Architectural and Design Services Proposal".** Supplemental information submitted separately shall state "**Firm Name, Supplemental information**."

F. All responses must be received by HMK no later than 2:00 PM, March 12, 2021 as specified in this RFP. The District will not be responsible for responses that were not received due to technological error. It is the proposing firm's responsibility to ensure that the proposal has been received by contacting Chad Franke at 503.508.7522.

G. The original Certificate of Understanding of Request for Proposals (ATTACHMENT B) shall be signed with blue ink.

H. Fax transmissions will not be accepted.

I. Firms intending to submit an RFP Response must attend the MANDATORY Pre-Proposal Meeting and Project Orientation. Only those Firms recorded as attending this meeting will be considered by the Redmond School District. The District will not accept responses where the attendees subrogate their attendance to a firm who was not in attendance. No other meeting will be held.

2.2 PROHIBITION OF ALTERATIONS

A. Responses that are incomplete or conditioned, or that contain any alterations, addition of items not called for in the RFP, or that contain irregularities of any kind, or that are not in conformity with the law or requirements of this RFP may be rejected.

B. No contact of any district personnel is permitted during this solicitation process. All questions are to be directed to Chad Franke, Program Manager, HMK Company at chad.franke@hmkco.org.

2.3 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

A. By submitting this response, the consultant certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning affirmative action toward equal employment opportunities. All information and reports that are required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District upon request, for purposes of investigations to ascertain compliance with such acts, orders, statutes, or regulations.

2.4 DISCLOSURE OF INTEREST/PUBLIC RECORD

A. No employee or elected official of the District may own more than 5% of a business that is submitting a response to this RFP unless it is fully disclosed in the proposal documents.

B. Responses will not be made a part of the public record until AFTER the evaluation process is completed. Said files, including the evaluation report, will then be available for public review. If a response contains any information that is considered a trade secret under ORS 192.345, respondents must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.345, and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." (See Section 3.5.7)

2.5 RESERVATIONS

A. The Board of Directors of Redmond School District herein expressly reserves the following rights:

1. To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The District does not intend to award a contract solely on the basis of any response made to this Request for Proposals or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the District. The District intends to award a contract on the basis of quality of services offered, qualifications, experience, accessibility, and communication skills.

2. To reject any or all responses as permitted by Oregon Statutes or Administrative Rule and to waive informalities in responses if it is in the public's best interest to do so.

3. To consider the competency and responsibility of consultants and of their proposed sub--consultants (if any) in making the award.

4. In the event any consultant or consultants to whom the contract(s) is awarded shall default in executing said formal contract or in furnishing satisfactory Errors and Omissions insurance coverage within the time and in the manner hereinafter specified, to terminate the contract negotiations and to solicit a fee contract with another consultant or consultants.

5. In the event only one response is received; the Superintendent or Board of Directors may, at their election, return the proposal unopened.

6. To make the recommendation to award based on its best judgment as to which qualifications response best meets the District's expectations of a program, balancing the highest standards of quality, innovativeness and services requested.

7. To make such changes or corrections in the RFP as it may deem necessary or desirable prior to the response opening. Consultants will be notified of such changes in writing by addenda electronically transmitted to the address on file in HMK Company.

8. Proposers responding to the RFP do so solely at their expense, and the District is not responsible for any Proposer expenses associated with the RFP. Without limitation, the District shall not be responsible for any costs of preparation of the responses.

9. The District will not discriminate against any person or firm based upon race, color, national origin, gender, age, religion, disability, political affiliation or marital status. The District extends equal opportunity to all persons and specifically encourages disadvantaged and businesses owned by women to access and participate in this and all District projects, programs, and services.

10. The District can request for any additional information it deems reasonably necessary to evaluate, rank and select the most qualified Proposer to perform the Related Services described in the RFP.

2.6 INSURANCE COVERAGE

A. The District will require the successful consultant to obtain and furnish a Certificate of Insurance listing the District as Certificate holder and HMK Company as additional insured on the General Liability Certificate. The District will require the successful consultant to obtain and furnish a Blanket Errors and Omissions Coverage ($2,000,000) and as further detailed in ATTACHMENT C.

2.7 SELECTION PROCESS SCHEDULE

A. Request for Proposals Issued — February 17, 2021

B. Mandatory Pre-Proposals Meeting — February 26, 2021

1. A **MANDATORY** Pre-Proposals Meeting and Project Orientation will be held at **2:00 PM** on Friday, **February 26, 2021 at** Vern Patrick Elementary School, located at 3001 SW Obsidian Avenue, Redmond, OR 97756. We will then visit the project sites. Statements made at the pre-proposal meeting will not be binding on the District unless confirmed by written addenda. Potential Consultants may obtain additional information about the project and overall District goals at this time.

C. Deadline, Request for Clarifications — March 5, 2021

1. Inquiries for clarification or additional information as described in Section 2.11, if any, must be received by 2:00 PM on March 5, 2021.

D. Solicitation Protest Period Ends — March 5, 2021

1. Protests to the RFP, the Contract or any aspect of the selection process as set out in Section 3.5 must be received by David McKay, Person in Charge at HMK Company by 2:00 PM on March 5, 2021.

E. Proposals Response Due Date — March 12, 2021

1. Responses must be received by the District no later than 2:00 PM, March 12, 2021. Responses submitted after this time will be subject to rejection at the District's discretion.

F. Review Responses by District — March 16, 2021

G. Notify Firms Selected for Interviews — 5:00 PM on March 17, 2021

H. Interviews March 19, 2021

1. Consultants shall be available for possible interviews (at the District's sole discretion) on March 19, 2021 no other dates will be held.

I. Notification of Selected Consultant March 22, 2021

1. Consultants will be selected, if at all, and sent a selection notice. The unsuccessful consultants will be sent a copy of the selection notice.

J. Consultant Fee Negotiations March 22 – 31, 2021

1. Following the notice of selection, the District and Consultant will enter into negotiations regarding specific scope of services and fees. If a negotiated agreement cannot be reached between both parties, the District will terminate negotiations with the first chosen Consultant and begin the same negotiations with the second selected Consultant until a contract can be executed between both parties.

K. Selection Protest Period Ends April 7, 2021

1. Any protests of the selection decision must be received 7 calendar days after consultant selection by District. Any hearing on a protest will be scheduled as soon as reasonably possible.

L. Board Action to Award Contract April 14, 2021

Contracts Issued April 15, 2021

M. Contracts Executed No Later Than April 22, 2021

1. The District intends to enter into a Contract with the selected Consultant within 7 days of award.

2. The schedule of events in Section 2.7 is intended to allow prospective Consultants sufficient time for requests for information, objections to the requirements of this RFP, and preparation of responses. Prospective Consultants who think that the schedule is unreasonable should notify the District immediately. If the District receives a substantial number of adverse comments, the District will consider extending the schedule of events by issuing an addendum.

N. Proposed process schedule subject to change

2.8 DESIGN FIRM PROPOSALS

A. Licensed Architect in the State of Oregon

B. Firm and personnel experience in the design and construction of a new publicly owned building in Oregon. A minimum of 5 similar projects in the last 5 years.

C. Firm must have extensive experience with Oregon Public Bidding Statutes.

C. Specific personnel experience with publicly owned office design and construction.

D. List specific personnel who will be assigned to each of the projects and what their time commitment will be.

E. Relevant experience of proposed design team including sub-consultants working together on projects.

F. Reliability of performance, related professional skills, design schedule and budget adherence.

G. References, both clients, sub-consultants, and contractors.

2.9 SELECTION CRITERIA

A. The established criteria to be used to select the response that best meets the overall goals and public contracting needs of the District may include, but are not limited to:

1. Licensed Architect in the State of Oregon.

2. Attended the MANDATORY Pre-Proposal Meeting.

3. Quality & substance of response.

4. Response compliance with format stipulated in this RFP.

5. Firm and personnel experience in the design and construction to add, modernize and/or remodel publicly owned K-12 schools in Oregon. Firm must have extensive experience with Oregon Public Bidding Statutes.

6. Service, which could include adequate personnel and/or reputation of architect and their proposed engineering consultants.

7. Specific personnel experience with public projects design and construction.

8. Reliability of performance, related professional skills, design schedule and budget adherence.

9. Team approach to working with project participants.

10. Management ability, planning ability and philosophy.

11. Communication skills, with the public and in committee work.

12. Quality of design documents in relation to errors omissions and coordination.

13. References, both clients and contractors.

14. Interview.

B. The evaluation criteria and maximum number of points available for each criterion is further detailed in Section 3.4.

E. The Consultants response submittals will be evaluated and scored by a panel made up of a combination of District Administrative personnel, Board Members, and District's represented consultants.

F. If the District chooses to interview firms each firm is required to bring only the following people filling these position Principal in Charge, Project Architect, Project Manager, Mechanical Engineer, Electrical Engineer. Maximum of 10 points will be awarded to each of the interviewees and 10 points for the overall firm. A maximum of 60 points will be awarded.

E. The District will seek negotiations and award of a professional services contract with the firms it deems the most qualified provider who provides the best overall qualifications in the proposal and interview. The District is seeking to select the most qualified firms to act as the Architect of record for design and construction.

F. The selected firms to do the work will be required to submit a total detailed fee proposal and identify their time by project and activity for each billing issued for the District's internal cost accounting use.

2.10 SCOPE OF SERVICES AGREEMENT AND FEE NEGOTIATIONS

A. Following the "Notice of top Selected Consulting Firm", the District will meet with the top selected firm to determine the specific scope of services and negotiate the required fees for such services. Following an agreement in principle of the specified scope of services and fees, the District shall issue a formal written contract for these services. The formation of such a contract shall not be complete, and the District shall not be liable thereon, until the formal written contract is executed. In the event that an agreement cannot be made with the top selected firm, the District will terminate the negotiations and reserve the right to negotiate with the second top selected firm. This process will continue until negotiations are successful.

2.11 INQUIRIES

A. All inquiries related to the RFP documents, response format and selection process, are to be directed to Chad Franke, Program Manager, HMK Company, phone: 503-508-7522, email: chad.franke@hmkco.org. Firms responding to this RFP are prohibited from contacting school district employees.

B. Clarification questions will be answered in the form of written addenda and sent to all RFP holders who attend the mandatory Pre-Proposals meeting and Orientation.

2.12 COLLUSION

A. A consultant submitting a proposal hereby certifies that no officer, agent or employee of the District has a pecuniary interest in this RFP; that the response is made in good

faith without fraud, collusion or connection of any kind with any other consultant and that the consultant is competing solely in its own behalf without connection with, obligation to any undisclosed person or firm.

2.13 DISCLOSURE

A. Responses will not be made part of the public record until after the evaluation process is completed.

2.14 SPECIAL CONTRACT REQUIREMENTS

A. Pursuant to Oregon Revised Statute (ORS) Chapter 200, District encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. District also encourages joint ventures or subcontracting with certified small business enterprises.

SECTION 3

3.1 INTRODUCTION

The District is seeking professional Architectural Design and Consulting Services to assist District staff in planning, designing, and constructing a project to be funded by general obligation bond. The District is seeking to select Architects to provide Design Services for:

A. Estimated fees for architectural and engineering services are to be determined after further development of a specific scope of work and negotiations with the selected Consultant.

3.2 SCOPE OF SERVICES REQUESTED

A. Professional Services to include:

1. Pre-design services & Schematic Design.

2. Design Development.

3. Construction Documents.

4. Assist in Bidding Process.

5. Construction Administration.

6. Final Inspections and Project Close Out.

7. Coordination of other support services:

a. Independent 3rd Party Cost Estimates at Schematic Design, Design Development and Construction Document phases.

b. Site Design.

c. Civil Engineering.

d. Landscape Design.

e. Structural Engineering.

f. Electrical Engineering.

g. Mechanical Engineering.

h. Coordination of the land use planning application with the appropriate city or county agencies.

8. Communication and support

a. Facilitate planning with district staff and committees.

b. Attendance at District Board Meetings as needed.

c. Working with District and the District's Project Managers.

B. The Consultants response shall include information about all subcontracted Engineering Firms who are proposed to be part of the project team. Identify the persons from each consultant proposed for this project and provide the proposed consultants relative experience (Attachment D Engineering References are not included in page count). The District reserves the right to approve final project team members.

3.3 DISTRICT PROVIDED SERVICES

A. Topographic and Boundary Survey of the sites "as is" if required.

B. Soils and geotechnical analysis as required.

C. Hazardous material consultant.

3.4 REQUIRED PROPOSAL AND RESPONSE CRITERIA INFORMATION

A. Cover Letter

B. Section One — Capability to perform the architectural services for the project being considered. (25 Points)

1. Describe your firm, including your service area, available Architectural and Engineering services, and experience.

2. Discuss how your firm can assure the District of a complete set of documents, what quality control measures your office uses, your method of peer review, and consultant's coordination processes used.

3. Describe your firm's ability to work in a collaborative manner with District, District's Representatives, Community, and other Project Stakeholders.

4. Disclose names and services provided by subcontracted consultants including engineers and cost estimators.

5. Is your firm or consultants proposed on your team currently involved in Dispute Resolution defined as Mediation (binding or non--binding), Arbitration or Litigation related to a construction project? If so, please explain.

6. Has your firm or consultants proposed on your team been involved in Dispute Resolution defined as Mediation (binding or non--binding), Arbitration or Litigation in the past ten years related to a construction project? If so, please explain.

7. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? If so, please explain. (Answer this question for each of your consultants also).

8. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction? If so, please explain. (Answer this question for each of your consultants also).

9. Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? If so, please explain. (Answer this question for each of your consultants also).

C. Section Two — Project approach, staffing level, and design philosophy. (30 Points)

1. Describe your philosophy of service.

2. Identify company personnel who will have the responsibility for the District's individual projects. Include names, titles, experience, and resumes. Provide resumes for key subcontracted consultants and engineers. Provide copies of key personnel's licenses.

3. Describe your identified personnel's experience both for the proposer and their subconsultants ability to perform each of the project's scope of services.

4. Describe for each personnel proposed for the projects their current and projected workload as well as the time committed to this project.

5. Indicate your capability to assure that key personnel will remain assigned to the District account for the duration of the projects or to cover the assigned personnel for extended absences or vacations.

6. Describe any innovative methods or procedures that will be of interest to or benefit the District in accomplishing the intended goals of the project.

7. Describe your current work load and the firm's capability to provide the requested services.

8. Discuss how your firm can assure the District of adequate administration during the construction phase.

D. Section Three — Performance history on past projects; Public Facilities. (20 Points)

1. Describe the relevant Architectural and Engineering Experience with design and construction to add, modernize and/or remodel K-12 schools in Oregon in the last five (5) years. Provide a case study of at least five (5) similar projects.

2. Provide a list of all substantial K-12 schools in Oregon projects you have designed in the last 10 years; provide a brief title, summary of work, date of construction, total cost of construction, and total project change orders.

3. Give examples of successful K-12 schools in Oregon projects for meeting project budgets and design and construction work schedules.

4. Give examples of your firms performance history in meeting deadlines for K-12 schools in Oregon.

5. Give examples of your firms performance history in designing K-12 schools in Oregon meeting the district's budget.

6. Describe your experience with Public Contracting statutes ORS 279C and corresponding OAR's.

7. Describe your experience working on multiple projects with similar goals and deadlines for the same school district.

E. Section Four — References of other clients served. (25 Points)

1. Provide a reference contact person and phone number for completed K-12 school projects in Oregon. (Comparable construction value over $5 million.)

3.5 PROTEST PROCEDURE

A. All responses will become part of the public record for this Project, without liability to the Redmond School District. The District reserves the right to reject any or all responses received as a result of this RFP and, if doing so would be in the public interest, cancel this solicitation. The District reserves the right to consider a response or responses in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Architects will be held to the terms submitted in their responses.

B. Requests for changes or clarifications of the Request for Proposals, as described in Section 2.10, shall be delivered in writing by 4:00 PM on April 30, 2019. Protests of the requirements, evaluation criteria, or contractual provisions in this Request for Proposals, shall be delivered in writing by 4:00 PM on April 30, 2019, as stated in the Schedule set forth in Section 2.7 above and to the person and at the address set forth in Section 3.5.5 below. Protests of, and requests for, changes to technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests shall be considered if received after the deadline. No oral, telegraphic, telephone,

facsimile, or email protests or requests will be accepted. The District will consider all protests and requested changes and, if appropriate, amend the RFP. Only amendments issued in writing by the District will change the requirements, specifications, or provisions of this RFP.

C. Any firm responding to this RFP claiming to have been adversely affected or aggrieved by the selection of a competing response, shall have seven (7) calendar days after notification of selection to submit a written selection protest to the person designated in Section 3.5.4 below. Written notification must be received by 4:00 PM within the identified seven (7) calendar day period as stated in the Schedule set forth in Section 2.7 above. No oral telegraphic, telephone, facsimile, or email protests will be accepted. No protest against Consultant selection shall be considered if received after the established protest deadline.

D. In order to be considered, a protest shall be in writing and shall include:

1. The name and address of the aggrieved person;

2. The contract title under which the protest is submitted;

3. A detailed description of the specific grounds for protest and any supporting documentation; a Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Services described in the RFP; and

4. The specific ruling or relief requested. In addition, in the event the protesting party asserts another proposers lack of responsibility as a ground for protest, it must address in detail each of the matters in its written protest.

5. The written protest shall be mailed or delivered to HMK Company, David McKay, Principal in Charge, PO Box 1176, Albany, OR 97321

6. And shall be labeled: “Protest”.

E. Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties. The District’s decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in Section 2 not more than two (2) working days after receipt of the decision. The Superintendent’s decision shall be final and conclusive.

F. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.

G. The District shall retain this RFP and one copy of each original response received from all responding Consultants, together with copies of all documents pertaining to the selection of qualified Consultants, and award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection, after Consultant selection and award, is announced. If a response contains any information that is considered a trade secret under ORS 192.345, respondents must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.345, and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

H. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets and the exemption from disclosure apply only "unless the public interest requires disclosure in the particular instance". Therefore, non--disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

I. In order to facilitate public inspection of the non--confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non--responsive.

3.6 NEGOTIATION

A. After selection of a successful Proposer, District may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (ATTACHMENT E), with the exception of those terms listed below for negotiation.

- Choice of law
- Choice of venue
- Constitutional requirements
- Requirements of applicable federal and State law
- Requirements of applicable Board policy

B. Proposer shall review the attached Sample Contract and note exceptions.

C. Proposer must submit any exceptions to District in writing during the Questions / Requests for Clarification period set forth in Section 2.7 above. The exception document must give the exact text of the requested change to the terms and

conditions, and the Proposer's reason for requesting the change. Unless District agrees to modify any of the terms and conditions, District intends to enter into a Contract with the successful Proposer in the form set forth in Sample Contract (ATTACHMENT E).

D. The District reserves the right to negotiate the final Contract; however, District is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the School District believes modifications to the standard provisions constitute increased risk and increased cost to the District. Therefore, District will consider the Scope of requested exceptions in the evaluation of Proposal.

E. Any subsequent negotiated changes are subject to prior approval of District's Board of Directors.

F. In the event that the parties have not reached mutually agreeable terms within (30) Thirty calendar days, District may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer.

3.7 ATTACHMENTS

A. Attachments to this RFP include:

1. ATTACHMENT A, Description of Work

2. ATTACHMENT B, Certifications (MUST BE SIGNED AND RETURNED WITH PROPOSAL)

3. ATTACHMENT C, Insurance Requirements

4. ATTACHMENT D, Engineering References (MUST BE RETURNED WITH PROPOSAL)

5. ATTACHMENT E, Sample Contract

B. Drawings – Conceptual

1. Tom McCall Elementary Cafeteria & Classroom Addition

2. Vern Patrick Elementary Cafeteria & Classroom Addition

End of Request for Proposals

ATTACHMENT A
DESCRIPTION OF WORK

The District recently has completed a master planning exercise. That work is the basis for seeking to select an Architect to provide Architectural Design and Consulting Services for:

The Redmond School District is seeking to select Architects to provide the services described herein Design Services for the following schools:

- Elton Gregory Middle School
- Obsidian Middle School
- Tom McCall Elementary School
- Vern Patrick Elementary School

Project Descriptions

Addition and Renovation Projects:

Elton Gregory Middle and Tom McCall Elementary: Construct six (6) additional classrooms with activity space and cafeteria equally between the two schools for flexibility to expand student capacity. MACC is $2,500,000.

- Elton Gregory Middle School
  Renovate building entrances for safety & security, new access control system, Install additional cameras, expand intercom system.
- Tom McCall Elementary School
  Renovate building entrances for safety & security, new access control system., expand intercom system. Reseal and weatherproof exterior concrete walls.

Vern Patrick Elementary School: Construct six (6) additional classrooms with activity space and cafeteria to expand student capacity. Replace communication and security camera systems. Add secure fencing to school perimeter and repair sidewalks. Repaint interior and exterior of building. MACC is $2,500,000.

Renovation Project:

Obsidian Middle School: Relocate front office to improve circulation, safety and security and remodel entrances for safety and security. Make ADA upgrades, including remodeling of restrooms, ADA access from north parking lot to playground and ADA access from school to football field and upgrade exterior doors to meet ADA requirements. Repair sidewalks for safety. Upgrade sewer system to meet current standards and replace water heater for efficiency. Remove breezeway. Replace all wire glass. This is a minor remodel project with an alternate for major HVAC renovation project. MACC is $2,500,000

The total value of the construction budgets is anticipated to be approximately $7.5 million, funded by the recent bond election. Selected firms will be expected to start immediately after Board award and receipt of a Notice to Proceed (NTP).

The estimated time period during which the Projects are anticipated to be completed, and the estimated time period in which the specific Architect Services sought will be performed, is as follows:

Elton Gregory Middle School:
Design: April 2021 – December 2021
Permit/Bid: December 2021 – January 2022
Construction: January 2022 – August 2022

Tom McCall Elementary School:
Design: April 2021 – December 2021
Permit/Bid: December 2021 – January 2022
Construction: January 2022 – August 2022

Vern Patrick Elementary School:
Design: April 2021 – December 2021
Permit/Bid: December 2021 – January 2022
Construction: January 2022 – August 2022

Obsidian Middle School:
Design: May 2021 – November 2021
Permit/Bid: November 2021 - December 2021 -
Construction: May 2022 – August 2022

The Request for Proposal process has been created to help establish clear and concise qualifications as the basis for the selection of an Architectural Design and Consulting Firm to assist the District with the design and construction of the project.

A MANDATORY pre-proposal meeting has been established as an integral part of the RFP process. At this meeting project concepts, District's goals and priorities, and the selection process will be further discussed. All pertinent additional information presented at the pre-qualification meeting, together with questions and related answers shall be put in writing and sent to all in attendance.

ATTACHMENT B
CERTIFICATIONS

CERTIFICATION OF UNDERSTANDING OF REQUEST FOR PROPOSALS

The undersigned offers and agrees to furnish all material, supervision and personnel to the Redmond School District for Architectural Design and Consulting Services in accordance with this Request for Proposals.

Acknowledgement of Addendum: _____

The undersigned further certifies that he/she has read, understands and agrees to abide by all terms and conditions of this Request for Proposals and if awarded the contract to furnish the Architectural / Engineering Services to the District as delineated by this Request for Proposals.

The Consultant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659a and 42 U.S.C. § 2000e et seq.

RESIDENCY STATEMENT

A resident is defined as a respondent that has paid employment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the RFP Response, has a business address in this state and has stated that they are a resident.

The undersigned hereby states their resident status is as follows:

RESIDENT: YES _____ NO _____

FIRM NAME: _____

BY: _____ TITLE: _____
Signature

BY: _____ DATED: _____
Print/type name

ATTACHMENT C
INSURANCE REQUIREMENTS

1. **Insurance Coverages.** The Design Firm (Firm) shall procure and maintain at its expense during the performance of the Agreement and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A--IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Firm's services under the Agreement, whether performed by the Firm or a consultant or a person or entity for which either of them may be responsible.

   Workers' Compensation Insurance, if required by law, with statutory limits.

   Employer's Liability Insurance, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit.

   Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse, and underground hazards, with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate applicable specifically to the Project.

   Business Automobile Liability Insurance, applicable to owned, non-owned and hired automobiles, with a limit of not less than $1,000,000 combined single limit each accident, $2,000,000 aggregate.

   Professional Liability Insurance, applicable to all acts and omissions of the Firm and its consultants at all tiers, with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate.

2. **Deductibles**. The Firm shall pay all deductibles on all policies required by Paragraph 1.

3. **Waivers of Subrogation Re Liability Insurance.** The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing.

4. **Cross--Liability Coverages.** The Commercial General Liability and Automobile Liability policies shall provide cross--liability coverages as would be achieved under the standard International Organization for Standardization ("ISO") separations of insureds clause.

5. Additional Insureds. The Commercial General Liability and Automobile Liability policies shall name the Redmond School District and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing, as Certificate Holder, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional

insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, and (d) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner's prime contractor on the Project, and shall not be limited to "ongoing operations". Notwithstanding the foregoing, this Paragraph shall not be construed to require the Firm to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.

6. Duration of Coverages. The insurance coverages required by Paragraphs 1 through 6 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the Services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner's prime contractor on the Project and thereafter when the Firm is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Firm shall notify the Owner of any claims that may materially impair the coverage under Firm's Professional Liability policy.

7. Proof of Insurance. The Firm shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Attachment. The Firm will notify the Owner with at least thirty (30) days' written notice, if the policy will be cancelled or allowed to expire. If any of the required coverages are to renew during the period when such coverages is to remain in effect, or are required to remain in effect in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Firm's final invoice.

8. Effect of No or Insufficient Insurance. The Firm's failure to comply with the requirements of this Attachment shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Firm pursuant to this Attachment C and charge such costs thereof to the Firm. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

9. Limitation to This Attachment. Nothing in this Attachment shall negate, abridge, or reduce the Firm's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Attachment being limited to setting out the Firm's express obligations with respect to insurance.

ATTACHMENT D
CONSULTANT REFERENCES

NOTE: COPY AND FILL OUT THIS SHEET FOR EACH MEMBER OF THE CONSULTANT TEAM. (COMPLETE ONE PER SUB CONSULTANT)

A. Firm: _____ Name: _____

B. Discipline: _____

C. Time with, or current relationship to this firm:

D. Past five to ten-year project history – list project name and contact information for each:

E. List projects from above that are public building projects:

F. List projects from "E" above that qualified for recognition under LEED or other similar State or Federal programs for energy efficiency and resource conservation:

ATTACHMENT E
FORM OF AGREEMENT

The form of agreement between Owner and Architect will be the modified AIA B101 – 2017 following this cover page.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year «2021»
(In words, indicate day, month and year.)

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

« Redmond School District»
«145 SE Salmon Drive»
«Redmond, OR 97756»

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

«To Be Determined»
« »
« »

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

« »
« »
« »
« »
« »

1278891v3

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

§ 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.)

« »

§ 1.1.1.2
Any proposals attached to this Agreement are incorporated solely for: (i) any statement of fees and schedule that is consistent with the terms of Section 11 of this Agreement and the exhibits and (ii) any statement of Architect's and its consultants' scope of services that is consistent with the remainder of this Agreement, or that provides basic services in addition to those stated in this Agreement. No other provisions of any proposal are part of this Agreement, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the other terms of this Agreement, such proposed conflicting terms are void and are expressly and wholly subject to the terms of this Agreement. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Agreement, the provision that provides a better quality or quantity of service to Owner shall control.

« »

§ 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.)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

« »
« »
« »
« »

§ 1.1.3 The Owner's total budget for the Cost of the Work for all Projects, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« »

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

.1 Design phase milestone dates, if any:

« »
« »
« »
« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.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.)

«Construction Manager | General Contractor »

§ 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.)

«See RFP»

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

«HMK Company»
«David McKay, Principal in Charge»
«PO Box 1176»
«Albany, OR 97321»

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 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.)

« »
« »
« »
« »

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

.1 Geotechnical Engineer:

« »
« »
« »
« »

.2 Surveyor:

« »
« »
« »
« »

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

Hazardous Materials:

« »
« »
« »
« »

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

«To Be Determined »
« »
« »
« »

§ 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:

« »
« »
« »

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

.2 Mechanical Engineer:

« »
« »
« »

.3 Electrical Engineer (includes low voltage):

« »
« »
« »

.4 Plumbing:

« »
« »
« »

.5 Landscaping:

« »
« »
« »

.6 Civil:

« »
« »
« »

.7 ADA/Accessibility:

« »
« »
« »

.8 Cost Estimator:

« »
« »
« »

.9 Architectural:

« »
« »
« »

§ 1.1.11.2 Consultants retained by Architect under Supplemental Services:

« »

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

« »

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the 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 operate as an independent contractor in the performance of the services and shall have control over and responsibility for all personnel performing the services. In no event shall the Architect be authorized on behalf of the Owner: to enter into any Contracts or undertakings; to waive any provisions of the Contract Documents; to receive contractual notice on behalf of the Owner; to execute any Certificate for Payment, Change Order or other document; to authorize any payments or accept or approve any documents, work, services, goods or materials which result in a change in the Contract Sum or Contract Time, without prior written approval of the Owner. This Agreement covers services provided by Architect and its consultants prior to the date hereof.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect will perform this Agreement and render decisions in a timely manner to avoid delay in the progress of the Project and the Work of the Contractor. The Architect shall work cooperatively to obtain for the Owner the improvements covered by the Owner's program and scope of Work at the lowest cost consistent with quality workmanship, materials, and durability. The Architect shall, at no cost to the Owner, promptly and satisfactorily correct any services Owner reasonably finds to be defective or not in conformity with the requirements of this Agreement.

§ 2.3 The Architect's representative authorized to act on behalf of the Architect with respect to the Project is identified in Section 1.1.10. The Architect's representative will devote all of his time as necessary to the Project as may be appropriate to and consistent with full and timely performance of this Agreement by Architect. The Architect may not remove or replace its designated representatives or its principal architects from any Project, so long as they are employed by the Architect, without thirty (30) calendar days' advance written notice to the Owner. The Architect will consult with the Owner and obtain the Owner's approval of any new designated representatives or new or replacement principal architects for the Project. New or replacement designated representatives or principal architects must be qualified and must have adequate experience with similar projects.

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

§ 2.5 Insurance.

§ 2.5.1 The Architect shall procure and maintain at its expense during the performance of the Agreement and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A--IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Architect's services under the Agreement, whether performed by the Architect or a consultant or a person or entity for which either of them may be responsible.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

Workers' Compensation Insurance, if required by law, with statutory limits.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

Employer's Liability Insurance, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit.

Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse, and underground hazards, with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate applicable specifically to the Project.

Business Automobile Liability Insurance, applicable to owned, non--owned and hired automobiles, with a limit of not less than $1,000,000 combined single limit each accident, $2,000,000 aggregate.

Professional Liability Insurance, applicable to all acts and omissions of Architect and its consultants at all tiers, with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate.

§ 2.5.2. Deductibles. The Architect shall pay all deductibles on all policies required by this Section 2.5 or otherwise carried by Architect or its consultants.

§ 2.5.3. Waivers of Subrogation Re Liability Insurance. The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing.

§ 2.5.4. Cross--Liability Coverages. The Commercial General Liability and Automobile Liability policies shall provide cross--liability coverages as would be achieved under the standard International Organization for Standardization ("ISO") separations of insureds clause.

§ 2.5.5. Additional Insureds. The Commercial General Liability and Automobile Liability policies shall name the Owner and its members, partners, officers, directors, agents, and employees, and board members and volunteers, and the successors in interest of the foregoing as Certificate Holder and them and HMK Company as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self--insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as "Named Insureds" as expressly stated in endorsements, and (e) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner's prime contractor on the Project, and shall not be limited to "ongoing operations." Notwithstanding the foregoing, this Paragraph shall not be construed to require the Architect to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.

§ 2.5.6. Duration of Coverages. The insurance coverages required by this Section 2.5 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the design professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the Architect's services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner's prime contractor on the Project and thereafter when the Architect is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Architect shall notify the Owner of any claims that may materially impair the coverage under Architect's Professional Liability policy. The Architect shall notify the Owner in writing, at least 30 days in advance, of any cancellation or non-renewal of insurance required hereunder for any reason whatsoever.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 2.5.7. Proof of Insurance. The Architect shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Section 2.5. These certificates and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' written notice has been given to the Owner. If any of the required coverages are to renew during the period when such coverages is to remain in effect, or are required to remain in effect in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Architect's final invoice.

§ 2.5.8 Consultants. The Architect shall cause all its consultants to carry and maintain workers' compensation coverage required by law and commercial general and professional liability insurance coverage in amounts and with limits mutually agreed upon by the Owner and the Architect. In the absence of any such agreement, the amounts and limits shall be the same as those required of the Architect.

§ 2.5.9. Effect of No or Insufficient Insurance. The Architect's failure to comply with the requirements of this Attachment shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Architect pursuant to this Attachment and charge such costs thereof to the Architect. In addition, the Owner shall have the right, but not the obligation, to prohibit the Architect from entering the Project site until the required certificates and copies of policies in complete compliance with this Section 2.5 are received and approved by the Owner. The Architect's maintenance of its and its consultants' insurance coverage in full force and effect for the Project is a condition precedent to the Architect's right to payment and to exercise or enforce any right or remedy for money damages against the Owner. Failure by the Architect to procure and maintain the insurance policies required above in full force and effect during the performance of services under this Agreement, and during any extensions or additional services hereunder, shall constitute a material breach of this Agreement. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

§ 2.6 Indemnity. To the fullest extent allowed under applicable law, The Architect shall defend, indemnify, and hold harmless the Owner and the Owner's affiliates, agents and representatives and any affiliated or related entities including, without limitation, board members and volunteers, and hold them harmless for, from, and against any and all loss, liability, damage, demands, claims, costs, and expenses, including reasonable attorney fees at any level including pre-claim and on any appeal, to the extent caused in whole or in part by the acts or omissions of the Architect or its agents, consultants, employees, or representatives, including without limitation for:

.1 Breach of this Agreement by the Architect;

.2 Death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders, to the extent caused in whole or in part by the performance of the Architect or those for whom the Architect is responsible;

.3 Violation or infringement of third-party intellectual property rights by the Architect;

.4 Any negligent or willful acts or omissions by the Architect, Architect's consultants, or other persons for whom the Architect is responsible;

.5 Claims for compensation asserted by the Architect's employees (including wage and hour or benefit claims) or any violation of federal, state, or local wage and hour or labor laws and regulations by the Architect or other persons for whom the Architect is responsible; and

.6 Any impermissible disclosure of proprietary or confidential Owner information.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.6. In claims against any person or entity indemnified under this Section 2.6 by an employee of the Architect, the Architect itself, or anyone directly or

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 2.6 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Architect under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 2.7 The Architect shall be responsible to the Owner for acts and omissions of the Architect's employees, consultants, subcontractors and their respective agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Architect or any of its consultants or subcontractors.

§ 2.8 Pursuant to Oregon Revised Statute (ORS) Chapter 200, District encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. District also encourages joint ventures or subcontracting with certified small business enterprises.

§ 2.9 No Unsupervised Contact with Students. "Unsupervised contact with students" means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. The Architect will ensure that the Architect's Employees, any Subconsultant, Suppliers and their officers, agents, and employees will have no direct unsupervised contact with students while on Owner's property. The Architect will work with Owner to ensure compliance with this requirement. If the Architect is unable to ensure through a security plan that none of its Subconsultants, Suppliers, officers, agents, or employees will have direct, unsupervised contact with students in a particular circumstance or circumstances, Construction Manager shall so notify Owner prior to beginning any Work that could result in such contact. The Architect authorizes Owner to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of the Architect that will have unsupervised contact with students. The Architect also agrees to cause its Subcontractors and/or Suppliers, if any, that will have unsupervised contact with students to authorize Owner to conduct such background checks.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, the exhibits hereto, and otherwise described in this Agreement as Basic Services, and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall coordinate the designs and other services of its consultants and correlate the design documents to be consistent with each other. The Architect shall provide to the Owner the rates for all of its consultants.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 [The schedule for performance of Architect's services is attached as Exhibit C.] [As soon as practicable after the date of this Agreement, or no later than 10 calendar days after requested by the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall, for each phase of the Architect's services, set forth the schedule or tabular form delineating the estimated timeline for each phase. Once approved by the Owner,] time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 3.1.4 Time is of the essence of Architect's performance.

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

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

§ 3.1.7 The Architect shall cooperate with and assist the Owner in any appeal or challenge to code or inspection requirements.

§ 3.1.8 Throughout the Project, the Architect shall:

.1 Advise the Owner of any surveys; tests; inspections; geotechnical or hydrological services; air, water, and soil pollution testing; ground corrosion tests; resistivity tests; test borings or pits; percolation tests; Hazardous Materials testing; or other tests or reports required by law or that should otherwise be procured;

.2 Recommend and assist the Owner in arranging for the services of engineers or consultants for those tests and services when they are reasonably necessary or required, but shall not itself contract with the engineers or consultants;

.3 Assist the Owner in arranging for and coordinating those tests or services that are approved and contracted for by the Owner;

.4 Review all inspections and reports, advise the Owner of their results and recommendations, provide the Owner with copies of those reports or results, if necessary, and report to the Owner and the provider of the inspections or reports any errors or inconsistencies discovered;

.5 Obtain from the Owner's consultants or engineers the soil bearing, percolation, elevation, and other values necessary to prepare the Architect's designs and Construction Documents; and

.6 Request verification of this information as necessary to perform its services.

§ 3.1.9 The Architect shall review and comply with all laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities applicable to the Architect's services. Architect shall, in accordance with applicable professional standards, inquire into, anticipate, and incorporate into its services, without additional charge, changes to such requirements that will be in effect at the time of applicable permitting, construction and inspections. If a conflict arises between any of these requirements, the Architect will so notify the Owner and will review and recommend proposals to resolve the conflict, and assist the Owner in obtaining approval for any such resolution, as necessary.

§ 3.1.10 Throughout the design process, The Architect shall as a Basic Service review, propose, and comment on value engineering proposals as requested by Owner. If the Owner procures value engineering services, directly or indirectly, the Architect and its consultants shall coordinate with the value engineering efforts by briefing the value engineering consultant, answering its questions, and meeting with the Owner's representatives and the value engineer to determine the advisability of changes in the Architect's design as recommended by the value engineer. The Architect shall make such changes as the Owner directs after such consultation.

§ 3.1.11 The Architect shall coordinate the preparation of plans, specifications, and drawings among those preparing the same to avoid inconsistencies, omissions, or failure of integration among the same.

§ 3.1.12 The Architect shall attend all Project meetings, unless Owner advises Architect that Architect's attendance is not necessary.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 3.1.13 The Architect shall provide the Owner with digital records in nonproprietary pdf format, and paper records, of compiled record drawings showing significant approved changes to the Working Drawings during the Construction Phase based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.1.14 The Architect shall evaluate work fabricated off the site, including precast components to the same extent as Architect is required to evaluate on-site Work.

§ 3.1.15 The Architect shall assist the Owner and Contractor in any negotiations with authorities or others in achieving a certificate of occupancy or completion certification, as applicable.

§ 3.1.16 The Architect shall participate in a meeting just prior to the warranty expiration for the purpose of resolving warranty deficiencies and shall consult with and assist the Owner in the resolution of claims for defective work or materials during the warranty period.

§ 3.1.17 The Architect shall provide graphic design materials to assist the Owner in preparation of project signage.

§ 3.1.18 The Architect shall participate in at least one Design Charette to include stakeholders identified by the Owner.

§ 3.1.19 The Architect and subconsultants shall comply with the Owner's Design Standards as provided to the Architect by the Owner. If Architect believes compliance with the design guidelines would not conform to applicable laws or the applicable professional standard of care, Architect shall so advise the Owner prior to performance of the Services at issue. The Owner's review or approval of any design documents shall not relieve the Architect of its responsibility for the accuracy and completeness of such documents.

§ 3.1.20 To the extent applicable under ORS 279B.020(5), 279B.235(3), or 279C.540 (6), a laborer shall be paid at least time and a half for all work performed on the legal holidays specified in subsection (1) (b) (B) to (G) of ORS 279C.540 and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. To the extent required under the statutes, Architect shall give notice in writing to its employees who perform work on Project, either at the time of hire or before commencement of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Architect shall post a circular clearly printed in boldfaced 12-point type, and containing a copy of ORS 279C.545, in a prominent place alongside the door of its timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and shall cause the circular to be continuously posted from the inception to the completion of this Agreement.

§ 3.1.21 To the extent applicable pursuant to ORS 279C.530, employees working under this Contract are subject to employers that will comply with ORS 279C.656 (Workers' Compensation) or employers that are exempt under ORS 656.126, and the Architect shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Architect's employees, of all sums which the Architect agrees to pay for such services and all moneys and sums which the Architect collected or deducted from the wages of employees pursuant to any law or Contract for the purposes of providing or paying for such services.

§ 3.1.22 To the extent applicable pursuant to ORS 279C.530, all subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state). The Architect shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Architect's employees, of all sums which the Architect agrees to pay for such services and all moneys and sums which the Architect collected or deducted from the wages of employees pursuant to any law or Contract for the purposes of providing or paying for such services.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 3.1.23 The Architect and its consultants shall comply with all virus protection, access control, back-up, password, and other security and other information technology policies of the Owner when using, having access to, or creating systems for any of the Owners' computers, data systems, personnel, or other information sources.

§ 3.1.24 The Architect agrees that each of its employees, consultants' employees and principals/owners involved in the Work, may, at the option of the Owner, be subject to a security background check, at any time. The Owner retains the option to require immediate removal of any sub-consultant, employee or agent. Notwithstanding the foregoing, the Architect and not the Owner, remains solely responsible for performing background checks on and screening for public safety, all consultants and employees and, to the extent allowed by law, shall provide such screening methodologies and information to Owner upon request. The Architect shall, and shall cause it employees and subconsultants to, familiarize themselves with and comply with (i) all Owner property access rules, policies and regulations, and (ii) all Owner rules, policies and regulations regarding Covid-19 and regarding political signage, if any.

§ 3.2 Schematic Design Phase Services

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling or 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 and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.5.3 The Architect shall identify and describe the significant physical attributes of the Project, including but not limited to through the following:

.1 Design narrative, plan, elevation, and section drawings (including floor-to-floor and wall-to-wall dimensions) and conceptual civil site plans, if applicable, which shall be sufficient to indicate site topography, plan arrangements (including all rooms and areas, entrances, exits, elevators, stairs, stairwells, corridors, toilet rooms, storage, and major mechanical and electrical areas) and the general scope and character of the Project.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

.2 Schematic plan, elevation, and section drawings, studies, and analyses including all design disciplines, including as follows:

.1 Architectural:

(1) Single-line plan and section drawings showing complete building layout, identifying the major areas, core areas, and their relationships, including security plan and ingress / egress plans;

(2) Preliminary exterior wall cross section and elevation indicating location and size of fenestration and cladding components, and indicating insulation type, location, and overall thermal transfer coefficients for all exterior wall fenestration and cladding assemblies;

(3) Identification of roof system, deck, steep- or low-slope primary weathering assembly, flashing and drainage technique, and indicating overall combined heat transfer coefficient for roof / ceiling composite and roof area;

(4) Identification of all proposed interior and exterior finishes, including doors and fenestration;

(5) Site plan, if applicable, with building located and overall grading plan with a minimum of 5'-0" contour lines, and all major site developments such as utilities, access road paving, walls, outside support buildings, structured parking facilities, paved parking lots, setbacks, impacts of wetlands or other protected areas, and other zoning, land-use, and / or survey information;

(6) Gross and net area calculations.

.2 Structural: Identification and description of structural systems from roof to grade (precast, structural steel with composite deck, structural steel with bar joists, etc.).

.3 Mechanical

(1) Preliminary square footage airflow (cfm) calculations;

(2) Schematic HVAC system layout that is compatible with one of the proposed systems to be studied with life-cycle costing;

(3) A written description of three HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.

.4 Electrical

(1) Lighting concepts described noting types of fixtures to be used;

(2) Major electrical equipment roughly described;

(3) Schematic description including approximate location of electrical distribution system, including service entry, switchboards, motor control centers, panels, transformers, and energy generator, if required.

§ 3.2.5.4 The Architect shall provide a written description of the Project's responsiveness to the educational specifications of the Owner.

§ 3.2.5.5 The Architect shall provide a written description of possible alternatives for the Project.

§ 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. If the Architect's estimated Cost of the Work differs from any Owner's consultant's estimated Cost of the Work, the Architect shall attend such meetings and prepare such work product as necessary to reconcile its estimated cost with the Owner's consultant's estimate, and the Owner shall cause its consultant to cooperate in the same.

§ 3.2.6.1 The Architect shall submit the Schematic Design Documents to the Owner, prior to final presentation and submission, and attend at least one (1) meeting with the Owner and any of its designees, to discuss any opportunities to maximize the value of the Project components, after which the Architect shall incorporate any changes in the final Schematic Design Documents and submit to the Owner pursuant to § 3.2.7.

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

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 3.2.8 The Schematic Design Phase shall include a thorough code and certification requirement search by Architect identifying in writing all applicable building codes and ordinances and certification requirements, including but not limited to fire, life safety, security, and accessibility requirements.

§ 3.2.9 Consistent with Section 3.1.7, the Architect shall advise the Owner promptly and in writing of the necessity or advisability for the Owner to procure any tests, studies, analyses, reports, or consultant's services upon which proper development of design and construction documents is dependent.

§ 3.2.10 The Schematic Design Documents will identify any systems, materials or equipment for which contractors or others not engaged by Architect will provide design services or certifications ("Delegated Design Components"), which Delegated Design Components shall be consistent with this Agreement and subject to Owner's approval.

§ 3.2.11 The Schematic Design Phase shall include a thorough code search by Architect identifying in writing all applicable building codes and ordinances and certification requirements.

§ 3.2.12 Before the Architect proceeds with the Design Development Phase, the Architect shall make a presentation of its Schematic Design to the Owner including, but not limited to, explaining its conformance with and any approved exceptions to the Owner's design guidelines.

§ 3.2.13 Following the approval of the Owner, the Architect shall seek and secure review of Schematic Design Documents by all regulatory and certification agencies as may be necessary or appropriate, and obtain approval by those agencies. The Architect shall participate in public hearings or presentations, if required, in order to receive approval of the regulatory agencies.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. Required elements of the Schematic Design Documents include but are not limited to the following:

.1 Architectural:

(1) Refinements and updates of all information included in the Schematic Design documents, and including the following:

(2) Updated project narrative, including a description of any changes to the Project's responsiveness to the educational specifications;

(3) Floor plans including updates of all information included in the Schematic Design documents, and including space assignments, sizes, and locations of installed fixed or moveable equipment that affects the design of the spaces, and interior finishes, and confirmation of total net and gross area of the building;

(4) Elevations, including exterior elevations showing design elements such as windows, materials, and mechanical and electrical features on walls and roofs, and interior elevations establishing the Owner's functional requirements, equipment, and systems locations;

(5) Reflected ceiling plans indicating ceiling materials, heights, and all architectural, mechanical, and electrical features, devices, and equipment;

(6) Building and wall sections, including floor-to-floor dimensions, materials, openings and major features; and

(7) Schedules, including but not limited to doors, windows, equipment, and other applicable information.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

(8) An outline specification conforming to the formatting of the Construction Specification Institute, identifying major materials and systems and establishing in general their quality levels.
(9) Fire life safety plan, details, materials, and sprinklering.
(10) Incorporation of building commissioning requirements provided by the Owner, and coordination with the Owner's consultant therefor.

.2 Structural:
(1) Refinements and updates of all information included in the Schematic Design documents, and including the following:
(2) Plan and section drawings to identify the extent and type of structural systems and members;
(3) Details and notes to show the structure's conformance to the provisions of the applicable codes and regulations;

.3 Mechanical
(1) Refinements and updates of all information included in the Schematic Design documents, and including the following:
(2) Plans showing single line layouts with approximate sizing of major duct and piping systems on architectural plan backgrounds, and space assignments, sizes, outlines of central heating, cooling, filtering and ventilation requirements;
(3) Plan and section drawings to show coordination or architectural, structural, mechanical, and electrical elements; and
(4) Schedules, including but not limited to plumbing fixtures, HVAC equipment, software systems, and other applicable information;
(5) Incorporation of building commissioning requirements provided by the Owner, and coordination with the Owner's consultant therefor;

.4 Electrical
(1) Refinements and updates of all information included in the Schematic Design documents, and including the following:
(2) Plans showing space assignments, sizes, and outline of fixed equipment such as transformers, switch gears, and generator sets;
(3) Typical lighting layout coordinated with the established ceiling system;
(4) Layout for power, fire alarm, and security systems, intercoms / speakers / communication equipment, telephones, internet connections and data networks, any cable,
(5) Schedules, including but not limited to lighting, equipment connections, software operating systems, and any other applicable information;

.5 Civil drawings
(1) Refinements and updates of all information included in the Schematic Design documents, and including the following:
(2) Drawings showing grading, cutting, cut and fill calculations, paving, storm drainage, utilities, demolition, and all other applicable information. If work is to be phased, separate drawings for each phase of construction shall be prepared;

.6 Landscape
(1) Drawings and schedules to include proposed materials, irrigation system layout, and other applicable information. If work is to be phased, separate drawings for each phase of construction shall be prepared.

.7 Codes and Regulations
(1) Updates to all code and regulation analyses, including fire, life, safety, security, occupant accessibility including ADA compliance and all local, state, and federal requirements and regulations; and

.8 Right of way modifications or improvements
(1) Traffic, lighting, intersection, and/or crosswalk revisions if any required by the local authorities having jurisdiction.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 3.3.2 The Architect shall submit to the Owner an updated estimate of the Cost of the Work to include itemization by each specification section. If the Architect's estimated Cost of the Work at this point differs from the Owner's consultant's estimated Cost of the Work, the Architect shall attend such meetings and prepare such work product as necessary to reconcile its estimate with the Owner's consultant's estimate, and the Owner shall cause its consultant to cooperate in the same. The Architect shall submit for the Owner's approval the maximum allowable construction cost ("MACC") for each specification section.

§ 3.3.2.1 The Architect shall submit the Design Development documents to the Owner, prior to final presentation and submission, and attend one (1) meeting with the Owner and any of its designees, to discuss any opportunities to maximize the value of the Project components, after which the Architect shall incorporate any changes in the final Design Development documents and submit them to the Owner pursuant to § 3.3.3.

§ 3.3.3 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.4 The Architect shall submit the Design Development Documents to the Owner in person, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Before the Architect proceeds with the Construction Document Phase, the Architect shall make a presentation of its Design Development Documents to the Owner including, but not limited to, explaining its conformance with and any approved exceptions to the Owner's design guidelines.

§ 3.3.5 Following the approval of the Owner, the Architect shall seek and secure review of Design Development Documents by all regulatory and certification agencies as may be necessary or appropriate, and obtain ultimate approval by those agencies. The Architect shall participate in public hearings or presentations, if required, in order to receive approval of the regulatory agencies.

§ 3.3.6 The Architect shall advise the Owner promptly and in writing of the necessity or advisability for the Owner to procure any tests, studies, analyses, reports, or consultant's services on which proper development of design and construction documents is dependent.

§ 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, shall prepare the Construction Documents to meet all requirements of the most recent applicable codes, regulations, and industry standards adopted in the jurisdiction. The Architect will respond to all comments, requests, or changes requested by federal, state and local governments, or certification agencies with jurisdiction over the Project or its use, including, when required, filing and prosecuting routine appeals and modifying Construction Documents. If a conflict arises between any of these requirements, the Architect will so notify the Owner and will review and recommend proposals to resolve the conflict, and assist the Owner in obtaining approval for any such resolution, as necessary.

§ 3.4.3 During the development of the Construction Documents, to the extent requested by Owner, 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.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 3.4.4 The Architect shall coordinate with the Owner's consultant to estimate the cost of the Project based on the Construction Documents, and update the estimate for the Cost of the Work. If the cost estimate exceeds the Owner's budget established under Section 5.2, the Architect shall proceed according to Sections 6.5 through 6.7. If the Architect's estimated Cost of the Work at this point differs from the Owner's consultant's estimated Cost of the Work, the Architect shall attend such meetings and prepare such work product as necessary to reconcile its estimate with the Owner's consultant's estimate, and the Owner shall cause its consultant to cooperate in the same. The Architect shall submit for the Owner's approval the maximum allowable construction cost ("MACC") for each specification section.

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

.1 50% complete set provided to the Owner at least 85 calendar days prior to first bid advertisement date.

.2 95% complete set presented in person to the Owner at least 55 calendar days prior to first bid advertisement date. Upon submission of the 95% complete set, the Architect shall attend one (1) meeting with the Owner and any of its designees, to discuss (a) any opportunities to maximize the value of the Project components; (b) constructability review and recommendations; (c) commissioning review and recommendations, after which the Architect shall incorporate any changes required by the Owner and its consultants in the final Construction Documents and proceed to submit a 100% complete set pursuant to Section 3.4.5.3 below.

.3 100% complete set provided to the Owner at least 21 calendar days prior to first bid advertisement date.

The Architect's and its consultants' Construction Documents submitted to the Owner and to permitting or certification agencies shall be effectively complete, coordinated, and internally consistent, and shall contain no undisclosed missing elements. With submission of the 100% complete set, the Architect certifies that the Construction Documents are in compliance with all applicable codes. The Owner's review of the any Construction Document set does not relieve the Architect of its independent obligations for the accuracy and completeness of the documents.

§ 3.4.6 The Architect will provide for each Project three sets of Construction Documents to the Owner and Contractor (and such documents in electronic format, if requested) for use by the Owner-Contractor, its subcontractors, and others who must review or approve the Project, as may be reasonably requested. The Architect will furnish additional sets of the Construction Documents as required to authorized recipients at the recipients' expense, at Architects' cost of reproduction.

§ 3.4.7 The Architect shall advise the Owner promptly and in writing of the necessity or advisability for the Owner to procure any tests, studies, analyses, reports, or consultant's services on which proper development of design and construction documents is dependent.

§ 3.4.8 Following the approval of the Owner, which approval shall not relieve Architect of its obligations hereunder, the Architect shall seek and secure review of Construction Documents by all regulatory and certification agencies as may be necessary or appropriate, and obtain ultimate approval by those agencies, including all necessary permit filings. The Architect shall participate in public hearings or presentations, if required, in order to receive approval of the regulatory agencies.

§ 3.4.9 Statutory Requirements. In addition to all other applicable legal requirements and professional standards:

.1 Pursuant to ORS 671.020, all Drawings and the title page of all specifications intended to be used as construction documents shall bear the stamp of a registered architect and shall be signed by the Architect.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

.2 Pursuant to ORS 671.025, the plans and specifications shall bear identification which shall include without limitation the Project name and location, the name, address and telephone number of the person responsible for the preparation of the documents, the name, address and telephone number of the Owner, and the date the document was issued.

.3 All Drawings and plans as required in ORS 455.645 for the structure shall be certified by a qualified professional engineer or qualified architect. The design shall provide for resistance to lateral forces including wind and earthquakes, as well as gravity loads, in accordance with accepted engineering practice and governing building codes. The design shall be accompanied by supporting lateral load calculations.

.4 Architect shall cause all Plans and Specifications to conform to the other applicable requirements of ORS 279C.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference and walk-through for prospective bidders; and

.4 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.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and recommend approval or rejection to the Owner. The Architect shall prepare and distribute addenda identifying substitutions approved by the Owner. The Owner will distribute addenda to all prospective bidders.

§ 3.5.2.4 The Architect shall assist the Owner, as requested, in evaluating the Contractor's proposals for Work to be performed by the Contractor or an affiliated entity, including evaluation of proposals by subcontractors or other benchmark pricing submitted in connection with the Contractor's proposals for self-performed Work. In addition to all other review, the Architect will assist the Owner in investigating and vetting the "responsibility" and suitability of the apparent lowest bidder.

§ 3.5.3 Negotiated Proposals

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

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

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews and walk-throughs 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.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

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

§ 3.5.3.4 The Architect shall assist the Owner in evaluating the proposals for Work to be performed, including evaluation of proposals by subcontractors and benchmark pricing submitted in connection with the Contractor's proposal for self-performed Work.

§ 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 modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall report to the Owner all observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. 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 unless the Plans and Specifications direct the same, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents unless Architect observes but fails timely to report such failure to the Owner. The Architect shall be responsible for the Architect's and its consultants' negligent acts or omissions including, but not limited to, the failure to identify and notify the Owner of defective work or work that is not in compliance with the Construction Documents and to seek correction of such defective work, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction of the Work described in the General Conditions for each Project. The Architect will furnish architectural services and consultations necessary to correct minor construction defects encountered during the correction period.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at least weekly and otherwise 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 in the Work, 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 to become generally familiar with the progress and quality of the portion of the Work completed, and to observe and report defects and deficiencies in the Work. The Architect shall make on-site inspections to check the quality and quantity of the Work as set forth in this Agreement. 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 shall report in writing to the Owner, in writing, within twenty-four hours of the observation of the following in a form acceptable to the Owner: (1) known deviations from substitutions to 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. Architect shall work with Owner to ensure that such deviations and deficiencies are corrected as a part of its Basic Services.

§ 3.6.2.2 The Architect has the authority to and shall, with advance written notice to the Owner, reject Work and documentation that does not conform to the Contract Documents. Architect shall give Owner prior notice of any proposed rejection of Work and shall identify to Owner the nature of the deficiency Architect perceives in the Work proposed to be rejected, and shall inform the Owner contemporaneously of any rejection of Work or documents or submittals. Whenever the Architect considers it necessary or advisable, the Architect shall, after consultation with the Owner, 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

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.5 Unless the Owner designates another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect, at Owner's request, shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect will consistently attend construction progress and scheduling meetings at the Project site, ensure that such meetings are regularly scheduled, review and approve or reject the Contractor's Critical-path Method schedule for the Work, and address all matters within the scope of the Architect's services for the Project. The Architect shall review and correct minutes and other meeting documentation prepared by others, and ensure that appropriate minutes and Project documentation are maintained and preserved.

§ 3.6.2.7 The Architect will require its consultants and engineers to perform periodic visual observations necessary to determine whether materials and equipment provided by the Contractor to be installed or incorporated in the Work conform to the requirements of the Contract Documents.

§ 3.6.2.8 The Architect shall submit to the Owner a written field report approximately every week or more frequently as appropriate to the work being performed on the job site. Architect promptly shall notify Owner of any failure by Contractor, subcontractors or any other person performing any of the work to carry out that work in accordance with the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review, check the calculations of, and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor within five (5) days after receipt of the Contractor's Application for Payment, and shall, from time to time upon the request of the Owner, issue to Owner and/or Owner's lender, a Certificate in a form acceptable to Owner together with any other documents, certificates, instruments and information reasonably requested by Owner and Owner's lender. Architect shall assemble and certify all certificates of payment and backup information which may be reasonably necessary or of assistance to Owner in filing required documentation for Owner's lender and governmental authorities. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

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

§ 3.6.3.4 The Architect shall complete its review of each Application for Payment from the Contractor and deliver the Certificate for Payment (or rejection of the Application for Payment) to the Owner within seven (7) calendar days from the date of the Architect's receipt of the Application for Payment. Architect shall submit all periodic and final Certificates of Payment and completion to Owner for Owner's review and concurrence before issuing the same.

§ 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 (not exceeding seven (7) calendar days) while allowing sufficient time, in the Architect's professional judgment, to permit adequate review within the Project schedule.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect and its consultants shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, including checking for conformance with information given and the design and engineering concept expressed in the Contract Documents. The Architect shall track the status of all submittals and provide periodic written reports to the Owner, or upon the Owner's request. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications for Delegated Design Components 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 include checking for conformance with information given and the design concept expressed in the Contract Documents and determining that the systems, materials, or equipment are designed in conformance with the performance or design criteria and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon the adequacy and accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals. Architect also shall be responsible for Coordination of such Delegated Design Component work. "Coordination" of Delegated Design Component work means (i) overseeing the timeliness of Delegated Design Component work and promptly notifying Owner and Contractor of any delay in the same; (ii) reviewing the designs and specifications of the design-builders for observable quality problems and to detect incompatibilities or inconsistencies with Owner's program and Architect's designs and specifications ("Design Conflicts"), (iii) preparing Architect's plans and specifications to reasonably avoid Design Conflicts; (iv) identifying Design Conflicts promptly to Owner and Contractor, and making proposals to Owner and Contractor for resolution of Design Conflicts, (v) implementing resolutions of Design Conflicts into Architect's drawings and specifications, (vi) submitting the Delegated Design Component drawings and specifications together with Architect's drawings and specifications for permitting and bid packages; and (vii) performance during the construction phase of Architect's duties with respect to review of the Delegated Design Component work. The cost of such services in connection with the Delegated Design Component work is included in Architect's Basic Services.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents within seven (7) calendar days of their submission. 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.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 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 aesthetic changes or an adjustment in the Contract Sum or an extension of the Contract Time. The Architect must notify the Owner's Representative in advance of ordering any such changes, and shall not make the change if the Owner so designates. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.5.3 The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a written recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall prepare a written estimate of the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to validate (or at the Owner's request determine) the date or dates of Substantial Completion and the date of final completion as provided in the General Conditions of the Construction Contract;
- **.2** issue Certificates of Substantial Completion;
- **.3** collect, receive, and 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 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. Operations and maintenance materials prepared by the Contractor and its subcontractors shall be reviewed by the Architect in the same manner as submittals.

§ 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, and shall issue Certificates of Substantial Completion using AIA Document G704 or a substantially similar form acceptable to Owner.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens and claims, or bonds indemnifying the Owner against liens and claims; and (3) any other documentation required of the Contractor under the Contract Documents. The Architect shall review and approve operations and maintenance materials prepared by the Contractor and its subcontractors, as well as As-Built Drawings, in the same manner as submittals.

§ 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 and prepare a punch list of required corrective actions by the Contractor and any

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

discrepancies observed, distribute the written documents to the Contractor, and make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall provide information and assistance to the Owner and its consultants and agents, including its commissioning agent, following Substantial Completion. The Contractor will be responsible for coordinating the commissioning of all designated systems.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services (unless otherwise indicated) 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.

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

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 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 in Sections 3 and 6	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 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	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 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	
§ 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.

(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.)

« »

§ 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.)

« »

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services reasonably required to provide the services described in Section 3 are Basic Services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Architect shall provide Owner prior written approval of any Additional Service. If the approval request does not state that the service is an Additional Service, it shall be deemed a Basic Service, and Owner may, in its approval, reserve the right to assert that some or all of the services characterized by Architect as Additional Services are Basic Services. In no event shall a service be considered an Additional Service if the service, or the need for such service, arises out of the fault, neglect, or nonperformance of Architect or its consultants. Furthermore, a service will only be considered a potential Additional Service only to the extent Architect establishes that Architect's costs are increased as a result of the same.

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

.1 Services necessitated by a material and unanticipated change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service, after issuance of permits;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations after issuance of permits that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner (given a reasonable period for response) or any other material failure of performance on the part of the Owner or the Owner's consultants or contractors for which the Architect can demonstrate an impact to the schedule that increases Architect's costs;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except (i) where the Architect is party thereto, or (ii) when necessary for issuance of permits;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not Additional Services, the Owner shall give prompt written notice to the Architect, and unless otherwise agreed compensation for the services shall be established in accordance with Article 8. Furthermore, the following will be considered Additional Services only to the extent Architect establishes that Architect's costs are increased as a result of the same.

.1 Reviewing a Contractor's submittal materially out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents if such information is otherwise available to the Contractor from typical study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

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

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

.2 «1» («one») site visit per week by the Architect during construction.

.3 «2» («two») 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 «2» («two») inspections for any portion of the Work to determine final completion.

§ 4.2.4 To the extent the Architect's Basic Services are affected, and 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 later, 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 (other than warranty period inspection) have not been completed within the time identified in Section 4.2.4 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 (unless already provided) information reasonably requested, if necessary, and relevant for Architect to perform in a timely manner regarding requirements for and limitations on the Project to the extent such information is identified herein.

§ 5.2 Unless otherwise stated herein or in the Request for Proposals, 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, at the Owner's election, may 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 Architect shall thereafter advise the Owner concerning the resulting effects on the Project's scope and quality.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

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

§ 5.4 The Owner shall furnish available 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 and available, 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.

§ 5.5 The Owner shall, if the Owner determines applicable, furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.7 Each party shall coordinate the services of its own consultants with those services provided by the other. Upon each party's request, the other party shall furnish copies of the scope of services in the contracts between the other party and its consultants. The Owner's engagement of a consultant does not limit or define the scope of services, tests or inspections to be provided by Architect or its consultants.

§ 5.8 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. This paragraph does not limit or define the scope of tests or inspections to be provided by Architect or its consultants.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that Owner determines reasonably necessary at any time for the Project to meet the Owner's needs and interests. Owner retains the right to self-insure.

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

§ 5.11 The Owner may communicate directly with the Contractor and Architect's consultants, but may elect to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.12 Before executing the Contract for Construction, the Owner shall endeavor to 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 Architect, at Owner's request, shall cooperate with such coordination. The Architect may request that the Owner provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect reasonable access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress, subject to site safety and security rules.

§ 5.14 The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder shall in no way alter the Architect's obligations or the Owner's rights hereunder, nor excuse Architect or its consultants from any failure to perform in accordance with the applicable standard of care.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 5.15 Architect acknowledges that the provisions of the Oregon Tort Claims Act (ORS 30.260-30.300) apply to the obligations of the Owner, and any such obligation shall be limited as provided in the applicable provisions of the Oregon Tort Claims Act and other applicable law notwithstanding any other provision of this Agreement seemingly to the contrary.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing or verifying the estimates of the Cost of Work, the Architect shall be permitted, subject to the Owner's prior approval, 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. The Architect shall recommend reasonable adjustments in the program and scope of the Project; and recommend and include design and bid alternates acceptable to Owner as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate or verification of the Cost of the Work shall be based on the best method reasonably available, which may include (without limitation) current area, volume or similar conceptual estimating techniques.

§ 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 may, at Owner's discretion, adjust Owner's budget for the Cost of the Work to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall, as a Basic Service, make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.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 or the Owner's consultant, 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 shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. 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 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, absent professional negligence.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use with respect to the applicable Project. The Architect warrants that in transmitting Instruments of Service, or any other information, the transmitting party (along with Owner) is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications. The Owner 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.

§ 7.3 It is intended that the Instruments of Service of Architect and its consultants are work made for hire by an independent contractor under provisions of the U.S. Copyright Act and that therefore the Owner shall be deemed the Instruments of Service's owner. If Architect's or its consultant's work does not meet the definition of work made for hire by an independent contractor, then Architect hereby irrevocably and unconditionally assigns and transfers to the Owner (and shall cause its consultants in their consultant agreements, or otherwise, to irrevocably and unconditionally assign and transfer to the Owner) all right, title and interest in all Instruments of Service, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Architect waives and releases (and shall cause its consultants to waive and release) all rights relating to the ownership of the Instruments of Service produced under this Contract, including any rights arising under 17 U.S.C. § 106A. As owner of the Instruments of Service, the Owner shall have the right to use or grant licenses for use of the Instruments of Service, including licenses for use to the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service for use in performing the services on the Project. Architect and its consultants retain the right to use standard architectural and engineering details included in the Instruments of Service for other projects.

§ 7.3.1 In the event the Owner uses the Instruments of Service on another project 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 that Architect establishes would have been avoided by Owner's retention of the author for such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4, or to negligent, deficient or nonconforming services of Architect or its consultants.

§ 7.4 Except for the ownership and licenses granted under this Article 7 or elsewhere in this Agreement, no other license or right shall be deemed granted or implied under this Agreement. To the extent provided in Section 7.3.1, 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 The provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 Notwithstanding any other provision of Section 7.3, Instruments of Service may be continuously used for construction of the Project during the pendency of any dispute between the Owner and the Architect, including without limitation any dispute for payment, and thereafter. Neither Architect nor any of its consultants shall have any right to stop or enjoin use of the Instruments of Service by Owner, and any claim of Architect or its consultants for unauthorized use shall be limited to appropriate monetary relief.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 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, as modified by Owner. 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.

§ 8.2 Mediation

§ 8.2.1 At Owner's sole election, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 At the Owner's election, the Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation shall be administered by either the American Arbitration Association (AAA) in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement, or the Arbitration Service of Portland (ASP) in accordance with its rules, in effect on the date of this Agreement, as selected by Owner ("Arbitration Service"). A request for mediation shall be made in writing, delivered to the Architect, 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, if the Owner elects to mediate, 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.

§ 8.2.3 If the dispute is mediated, 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

[«X»] 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. Venue for court action or arbitration shall be in Deschutes County, Oregon.

§ 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 Arbitration Service selected by Owner in accordance with its Construction Industry Arbitration Rules (if AAA) or its rules (if ASP) in effect on the date of this Agreement, except that there shall be a single arbitrator regardless of the amount in dispute. 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. Any arbitration of a claim or dispute under this Agreement shall be conducted in the county location of Owner, unless the parties mutually agree upon a different location.

§ 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

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

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, with the Owner's approval, 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, with the Owner's approval, 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 Architect grants 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.

§ 8.3.4.4 In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees, and all deposition, reporting and transcription costs, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

§ 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 undisputed payments to the Architect in accordance with this Agreement for more than thirty (30) calendar days, such failure may be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) calendar days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect shall not suspend services, withhold documents or terminate this Agreement for nonpayment in the event of a good faith dispute, so long as Owner continues to make undisputed payments.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable 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.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative calendar days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) calendar days' written notice.

§ 9.4 Except as otherwise provided, either party may terminate this Agreement upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement, in whole or in part, upon written notice to the Architect for the Owner's convenience and without cause. If Owner terminates for cause, Owner at any time may, by notice to Architect, convert the termination to a termination for convenience. In the event Owner terminates for cause and it is determined that Owner did not have sufficient cause for termination, such termination automatically shall be converted to a termination for convenience and shall be deemed at Owner's convenience under this Section. Termination for convenience shall not impair Owner's other rights, including without limitation its rights and remedies for negligence and breach of this Agreement. In no event shall Architect have a claim for damages, lost profits on services not performed, or otherwise on account of the termination of the Contract by Owner, with or without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses incurred prior to termination, and costs attributable to termination, including the reasonable costs attributable to the Architect's termination of consultant agreements, but in no event more than the maximum compensation provided in this Agreement for performance of Services through the Phase of Services then complete or partially complete. In no event shall Architect be entitled to anticipated profit or overhead on the value of the services not performed by the Architect after any termination.

§ 9.7 Deleted

§ 9.8 Except as otherwise expressly provided herein, the obligation to provide Services under 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.

§ 9.10 Upon any termination of this Agreement, the Owner shall be free to contract with any of Architect's consultants for performance of continued or further services on this project. Architect shall cooperate in such process and shall take no action to prevent or delay such contracting.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.
§ 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.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. The Architect shall not assign this Agreement without the written consent of the Owner. The Owner may assign this Agreement or any rights under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment or financing or revenue bonds, 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.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 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, but shall immediately report to the Owner any such items discovered.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials but only with Owner's prior written approval. 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or its consultants receives information specifically designated or reasonably inferable as "confidential" or "business proprietary," or which contains financial information, staff or student information, or operational plans of the Owner, the 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 Architect may disclose "confidential" or "business proprietary" information after 7 days' notice to the Owner, only 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 Architect to defend itself in any dispute. The Architect 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 Notices under this Agreement will be deemed to have been delivered when given in person or sent successfully by email or facsimile transmission with confirmed delivery, one (1) business day after being sent by overnight courier (charges prepaid), or four (4) business days after being mailed, postage prepaid, in each case to the appropriate address as listed in this Agreement (or to such other address as either party may from time to time designate by written notice given to the other party). Notice to a party, including a notice that must be in writing, may be satisfied by its inclusion in written meeting minutes distributed to the parties.

§ 10.11 The Architect warrants and represents that the Architect and its consultants are properly licensed under all applicable laws to perform their services in the jurisdiction in which each Project is located. Each person who performs the services shall be experienced and qualified to perform the services they perform. If requested by the Owner, the Architect shall remove from the Project, without cost to the Owner or delay to the Project any person whose removal the Owner reasonably requests.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)
« »
« »

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 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.)

« »

§ 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.)

« »

§ 11.3.1 If Additional Services are required during the course of the Project under Section 4.1 and approved by Owner, and a stated lump-sum or not-to-exceed compensation for the Service is not stated herein, the Architect shall prepare a detailed statement of the total cost of those Additional Services and submit it to the Owner for approval before the services are rendered. Thereafter, costs for Additional Services may not be incurred in excess of the approved amount without prior written approval of the Owner. Compliance with this Section 11.2.1 is a condition precedent to payment for Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «zero» percent («0»%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

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

Programming Phase	«Five»	percent (	«5»	%)
Schematic Design Phase	«Thirteen»	percent (	«13»	%)
Design Development Phase	«Twenty»	percent (	«20»	%)
Construction Document Phase	«Thirty-One»	percent (	«31»	%)
Procurement Phase	«Two»	percent (	«2»	%)
Construction Phase	«Twenty-seven»	percent (	«27»	%)
Closeout Phase	«Two»	percent (	«2»	%)
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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants 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.)

« »

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

Employee or Category	Rate ($0.00)

§ 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, if approved in advance by Owner;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots and standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 **Deleted**;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses if any, if approved by Owner; and
.11 Other similar Project-related expenditures if approved in advance by Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero» percent («0» %) of the expenses incurred. Reimbursable Expenses shall not exceed $15,000 without prior written approval of the Owner, which may be given or withheld in Owner's discretion. No additional markup will be allowed.

§ 11.8.3 To the extent Architect's proposal or any provision or exhibit of this Agreement identifies an expense as included in the Architect's fee, it shall not be subject to reimbursement as a Reimbursable Expense.

§ 11.9 Use of Work Product

If the Owner or Architect terminates the Agreement for any reason, Architect shall deliver to Owner all Work Product that is not already in Owner's possession, and the Owner shall not be required to pay any fee as compensation for the Owner's continued use of the Work Product.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of an approvable Architect's invoice, together with (i) evidence that Architect has paid its consultants current up to the prior pay period (if required by Owner) and (ii) all certificates, documents and designs included in the work covered by the statement; and (iii) a waiver of claims in form required by the Owner. Amounts unpaid «Thirty » («30») days after the approved invoice receipt 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 place of the Project. Submission of Architect's invoice constitutes a waiver of payment claims by the Architect and its consultants for work performed during the coverage date of the invoice, except the amount stated in the invoice.

Interest will accrue at an annual rate of one percent over the prime lending rate published by U.S. Bank in Portland, Oregon, on the date on which interest begins to accrue.

§ 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 liable for the amounts.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)

§ 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 the time of invoice and thereafter.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

[«X»] Other Exhibits incorporated into this Agreement:

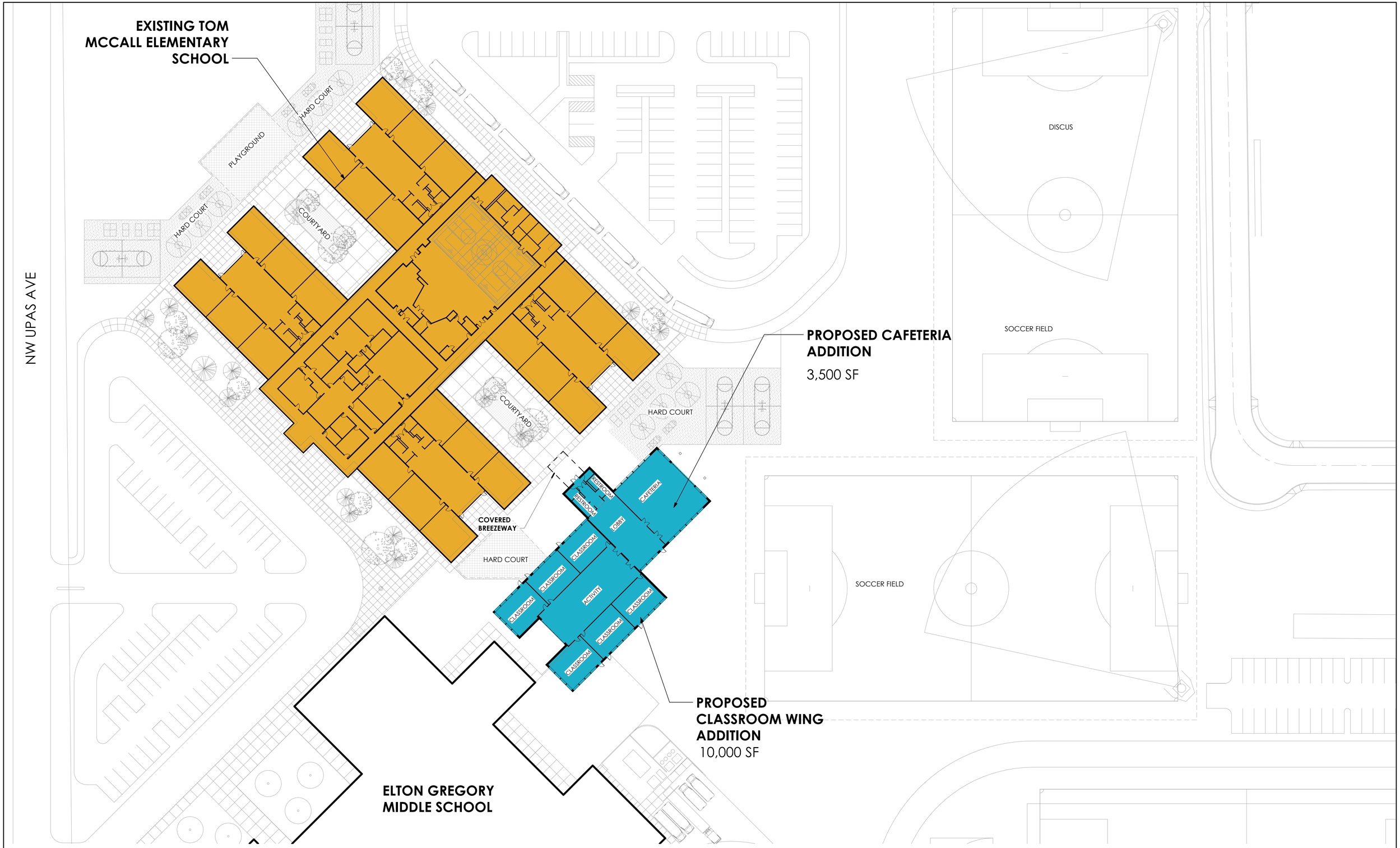
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A | Selected Architects Proposal dated
Exhibit B | Selected Architects Schedule
Exhibit C | Selected Architects Roles and Responsibilities
Exhibit D | Selected Architects Hourly Rate

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

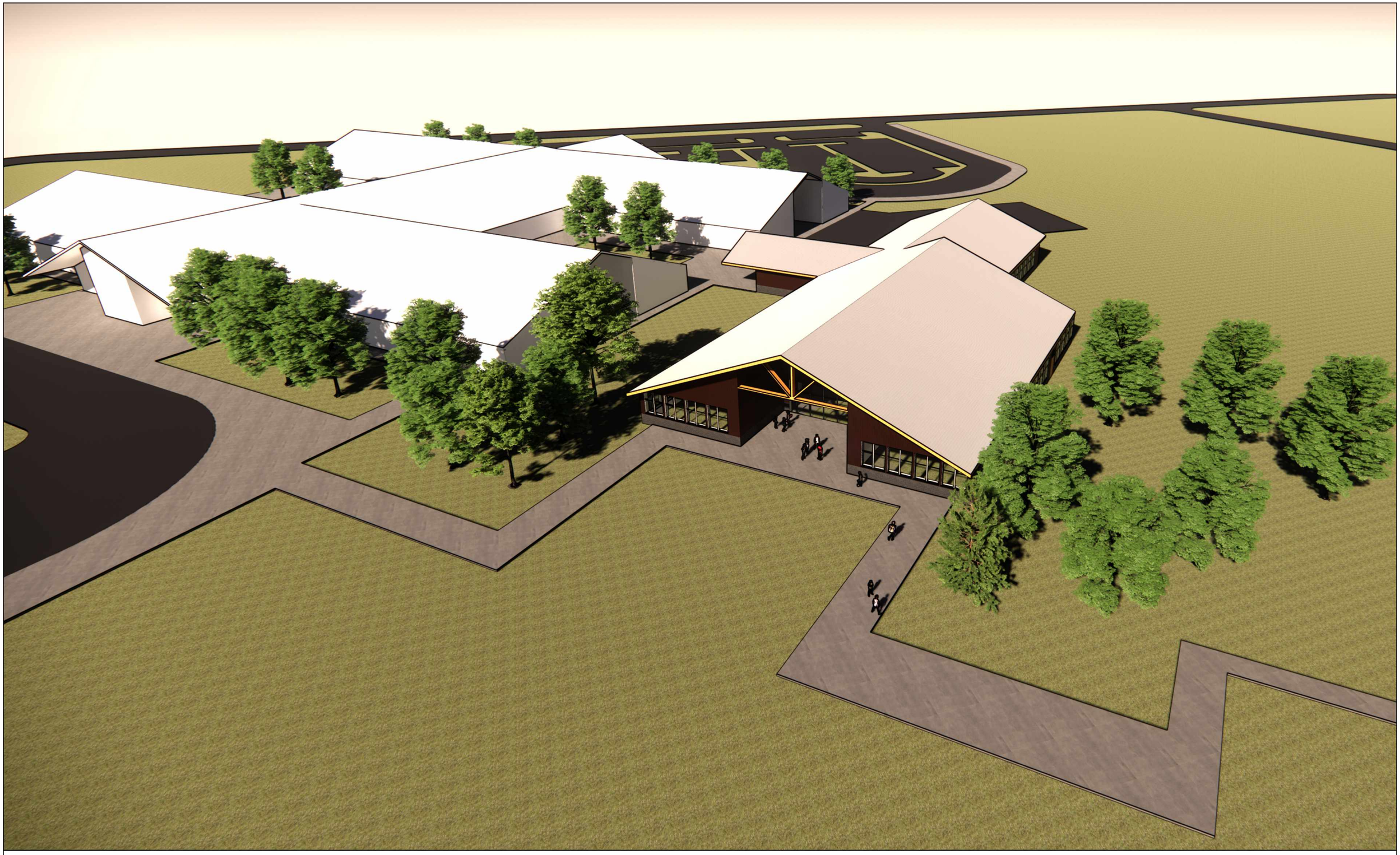
REDMOND SCHOOL DISTRICT	TO BE DETERMINED
OWNER (Signature)	**ARCHITECT** (Signature)
(Printed name and title)	*(Printed name, title, and license number, if required)*

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
User Notes: (2037211951)



TOM MCCALL ELEMENTARY CAFETERIA & CLASSROOM ADDITION: 13,500 SF

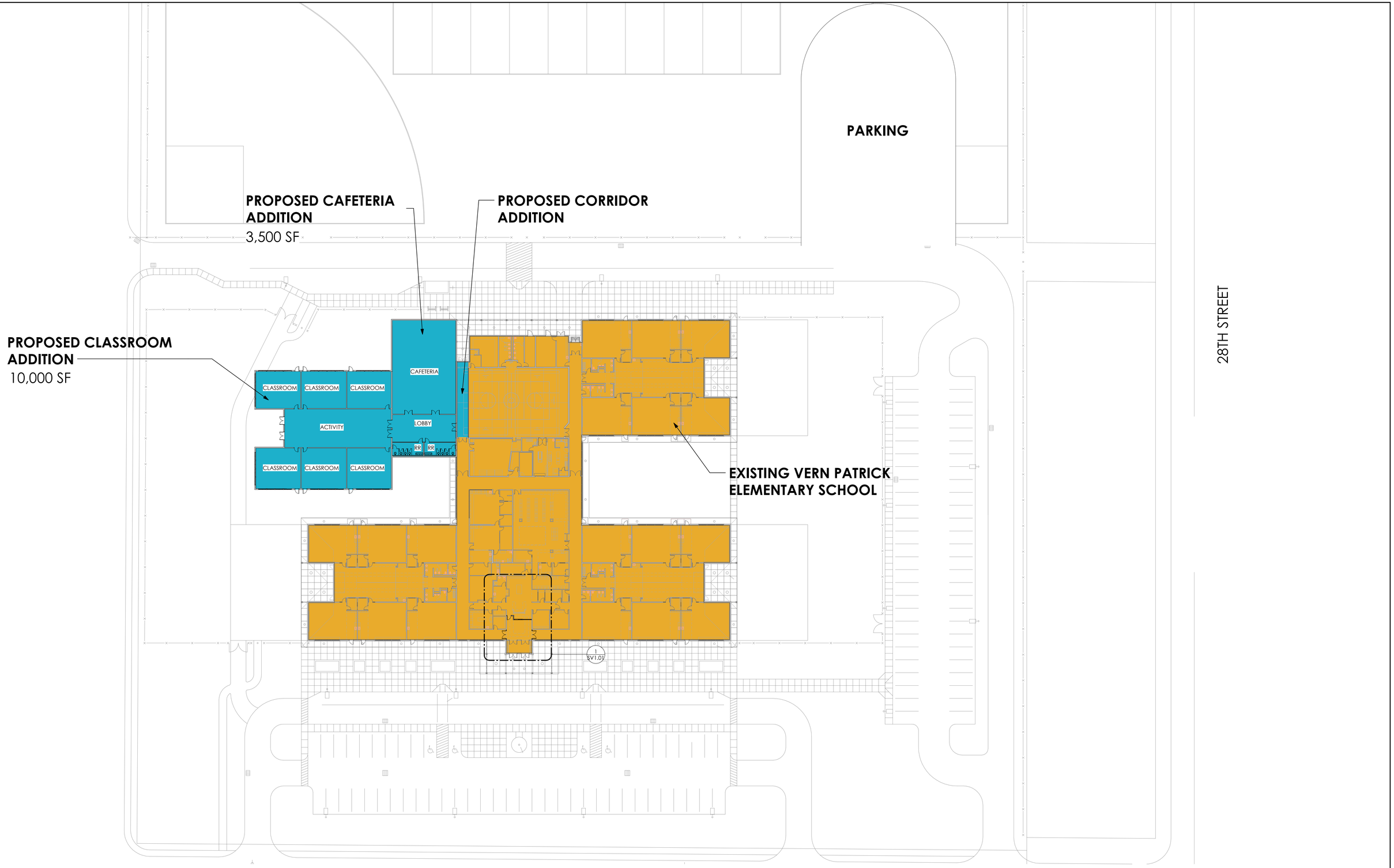
PROJECT NORTH



TOM MCCALL ELEMENTARY CAFETERIA & CLASSROOM ADDITION: 13,500 SF



TOM MCCALL ELEMENTARY CAFETERIA & CLASSROOM ADDITION: 13,500 SF



VERN PATRICK ELEMENTARY CAFETERIA & CLASSROOM ADDITION: 13,500 SF

PROJECT NORTH



VERN PATRICK ELEMENTARY CAFETERIA & CLASSROOM ADDITION: 13,500 SF



VERN PATRICK ELEMENTARY CAFETERIA & CLASSROOM ADDITION: 13,500 SF