

**GRAND LEDGE PUBLIC SCHOOLS  
ARCHITECTURAL SERVICES**

**REQUEST FOR PROPOSALS ("RFP")**

October 17, 2025

## **Grand Ledge Public Schools**

### **REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES PART 1 -- GENERAL INSTRUCTIONS**

#### **A. Instructions**

Qualified firms are invited to submit a proposal to Grand Ledge Public Schools (the "District") for Architectural Services for a construction project, upon which the following services will be performed: (1) Programming/Election, (2) Pre-Construction Phase, (3) Design/Bidding Phase, (4) Construction Phase, (5) Post-Construction/Warranty Phase, and (6) other potential components to be determined (collectively the "Project"). The Project scope is yet to be determined, and the successful bidder is expected to assist the District in developing the full scope of the District's construction program, Project, and schedule.

The District is planning to place a bond proposition on the ballot for the November 2026 election.

The District expects that it will use a Construction Manager-*Adviser* for this Project. *However*, the District reserves the right to modify the project delivery method (including, but not limited to, utilizing a Construction Manager-Constructor) at any time prior to execution of an agreement between the selected architect and District. Unless the District modifies the project delivery method, the form of agreement between the selected bidder and the District will be as set forth in Attachment "A," hereto, which is a modified version of AIA Document B132 – 2019 Edition. For the purpose of this RFP, the terms "proposal" and "bid" shall be treated as one and the same.

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

#### **B. Proposal Submission**

To be considered by the District, three (3) copies and a flash drive of the complete proposal must be received no later than 1:00 p.m., Friday, November 7, 2025. Proposals should be addressed to:

Dr. Bill Barnes  
Superintendent of Schools  
Grand Ledge Public Schools  
220 Lamson Street  
Grand Ledge, MI 48837

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

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

### **C. Late Proposals**

The District may choose, in its sole discretion, not to consider any proposal received by the District after the time specified above. The party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

### **D. Withdrawal of Proposals**

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

### **E. Questions Concerning this RFP**

Inquiries may be made to Dr. Bill Barnes at the address above, via telephone at (517) 925-5400 or via email at [barnesw1@glcomets.net](mailto:barnesw1@glcomets.net). Information about the District is available during business hours 8:00 a.m. – 4:00 p.m.).

### **F. Economy of Preparation**

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

### **G. Proposal Signature**

The section entitled, Part 4 – Proposal Summary, should be signed by the person responsible to decide the level of services and costs being offered. In the case of a joint proposal, each party should respectively certify its response as to services and costs.

### **H. Prime Responsibilities**

The selected proposer will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and regardless of whether the selected firm utilizes separate consultants. The selected proposer shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The selected proposer shall provide at least all services traditionally provided by an architect on school construction projects in Michigan, including under the Revised School Code (MCL 380.1, et seq.), the School Building Construction Act (MCL 388.851, et seq.), the Michigan Occupational Code (MCL 339.2011), and all other applicable laws. In the event of a joint proposal, each firm shall be jointly and severally responsible for all services offered in the proposal.

### **I. Proposal Preparation Costs**

All costs incurred in preparing the proposal, providing reasonably requested or required presentations, or in negotiating applicable contracts shall be the sole responsibility of the proposer.

The District shall not be responsible for, and will not pay, the cost for any information solicited or received.

**J. Acceptance of Proposal Contents**

The contents of the selected firm's proposal will become contractual obligations upon issuance of a contract, except and to the extent of any particular provisions rejected by the District. Failure of the successful firm to abide by such obligations, without the express consent of the District's Board of Education, will result in cancellation of the award.

**K. Proposed Project Schedule**

The District expects to commence work on the Project on or about December 15, 2025 and to complete the work on or about November 30, 2031. The District and all bidders recognize that this schedule may be modified once the Architect and Construction Manager have been selected and reviewed the Project requirements.

**L. Collusive Bidding and Relationship Disclosure.**

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

Each proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment "B."

Each proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment "C."

**M. Scope of Services**

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

**1. Programming/Election Services**

- a. Assist in developing a construction program, project sizing and scopes, and an estimated cost of each desired improvement, at least in accordance with MCL 339.2011 (which cost estimating obligation shall continue after programming).

- b. Attend meetings and make presentations concerning the Project.
- c. Provide assistance in developing a bonding proposition and in directing a bond informational campaign.
- d. Assist in meetings with the Department of Treasury regarding bond qualification or otherwise.

2. Design Phase Services

- a. Develop Preliminary Design including, but not limited to, Space Planning, Schematic Design and Design Development specific to the Project.
- b. Complete Final Design including, but not limited to, working drawings, specifications, cost estimates, prospective bidders list, approvals (State and local authorities), technical addenda and clarifications for all of the following, as applicable for each particular project:
  - i. Landscape/Site Design
  - ii. Structural Design
  - iii. Architectural Design
  - iv. Mechanical Design
  - v. Electrical Design
  - vi. Civil Design
  - vii. Theater/Stage/Lighting Design
  - viii. Acoustical Design
  - ix. Technology Design and Procurement
  - x. Energy Efficiency Design
  - xi. Playground Design
  - xii. Traffic Engineering
  - xiii. Any other applicable design requirements
- c. Attend meetings with each relevant committee (District or otherwise) to develop goals, explain options, and reach consensus on final plans.
- d. Provide copies of meeting minutes for distribution to appropriate staff and Board members.
- e. Review the construction schedule and recommendations for appropriate bidding categories and phases.
- f. Review an occupancy schedule to be implemented upon completion of construction.
- g. Produce and review projected cash flow schedules for all aspects of the Project.

- h. Review commissioning options with District and incorporate appropriate commissioning duties into the plans and specifications (including, but not limited to, as required by the Michigan Energy Code).
  - i. Provide necessary cost estimates to satisfy statutory requirements and to permit the Architect to perform basic services.
  - j. Consult with District and its Construction Manager to provide value engineering and construction advice regarding materials, methods, systems, and other conditions as they affect the project.
  - k. Conduct and/or coordinate all testing and/or surveys required for the project.
  - l. Assist, and ensure compliance, with plan review requirements, including as required by MCL 380.1263, MCL 380.1264, and MCL 388.851, et seq.
3. Bidding Phase Services
- a. Complete bid package, including all originals and copies of required construction documents and specifications.
  - b. Develop the necessary bid advertisements and distribute/publish in accordance with applicable laws.
  - c. Develop proposal forms and write work scope descriptions for each separate bidding category.
  - d. Assist District with generating all possible contractor interest in bidding and performing this work.
  - e. Prepare and distribute construction documents to bidders.
  - f. Conduct/participate in pre-bid conferences with all bidders for each division of work.
  - g. Assist in evaluating bids in each work category.
  - h. Conduct/participate in post-bid interviews with apparent low bidders.
  - i. Develop and provide award recommendations to District.

- j. Prepare and/or review all trade contracts and associated documents, taking into account project specific issues including but not limited to dispute resolution, insurance matters, and prevailing wage (as applicable). Unless otherwise directed or agreed by the Owner in writing, all trade contracts will be between the trade contractor and the Owner. Review all trade contracts and associated documents.
- k. Advise District as to necessary building permits and other governmental agency approval applications.
- l. Provide a copy of insurance certificate evidencing all coverages required for the project.
- m. Receive and review construction bonds, including bid bonds, performance bonds, and payment bonds. Ensure conformance with contract requirements and MCL 129.201, et seq.
- n. Obtain, or ensure others have obtained, necessary building permits and other governmental agency approvals and advise the District of the same.
- o. Coordinate bid process and provide responses to bidder RFIs or distribute to Construction Manager or Owner for response as appropriate.
- p. Conduct bidding operation to meet all state, federal, and local legal requirements and in compliance with Board policies, including but in no manner limited to, ensuring receipt of all required bid bonds.

#### 4. Construction Phase Services

- a. Continually update detailed construction, construction draw, and occupancy schedules.
- b. Provide on-site observation and supervision of construction in satisfaction of the requirements of 1937 PA 306 (if not provided by the Construction Manager, including, but not limited to, if the District pursues a project delivery method other than Construction Manager-Adviser) and 1980 PA 299, including supervision and site visits as necessary during the entire construction period.
- c. Review payment and cost control procedures, including the following:
  - i. Subcontractors' Schedule of Values
  - ii. Subcontractors' Payment Application and Certification
  - iii. Subcontractors' Sworn Statements and Waivers of Lien, if applicable
  - iv. Purchase Order and disbursement Summaries
  - v. Change Order Listings

vi. Budget Cost Summary Reports

- d. Conduct/participate in progress meetings and create (or, alternatively and as applicable, provide assistance to Construction Manager in creating) progress reports:
    - i. Periodic meetings with trade contractors' supervisors as necessary for the project and/or as reasonably directed by the District.
    - ii. At least monthly meetings with District administrators and representatives of the Construction Manager which will include status reports on the project, budget, change orders, and allowances for reimbursable expenses.
    - iii. Additional meetings will be provided as necessary and/or reasonably requested, including, but not limited to, with District administration and applicable building principals to discuss any activities that may affect operations.
    - iii. Provide copies of meeting minutes for distribution to appropriate staff and Board members.
  - e. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction.
  - f. Discuss and evaluate change order requests with the District and Construction Manager.
  - g. Expeditiously review shop drawings for compliance with contract documents.
  - h. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories.
  - i. Provide review and coordinate Project commissioning, including but not limited to mechanical and electrical systems.
  - j. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.
5. Post-Construction Phase Services
- a. Assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment.

- b. Provide follow-up and call-back services for the duration of the longest warranty period covered by a contractor on the Project.
- c. Conduct a post-occupancy walk-through appropriately timed to address Project issues prior to expiration of applicable warranties.
- d. When requested, advise and assist the District with special and/or additional services beyond the scope of basic services.

#### **N. Insurance Coverage**

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

#### **O. Payment of Fees**

Professional fees and reimbursable expenses shall be itemized on the same invoice so that the District issues no more than one monthly payment to the architectural firm. The specific days of the month on which invoices are to be received and checks released, as well as the payment schedule, will be determined when the contract is finalized with the selected firm.

It is understood that the District intends to pursue a bond election. For any work on the Project related to the bond, including but not limited to the bond informational campaign, no fees or expenses shall be due or paid unless and until a successful election occurs. If the election fails, the District shall not be responsible for payment of fees and/or reimbursable expense, and the District may terminate the contract. If any District's bond proposition considered at the election is successful, the District shall be responsible for payment of the reasonable value of any fees and/or reimbursable expenses incurred by the Architect prior to the bond election, which fees and expenses shall be included within the Architect's Basic Services fee as described in the form of agreement attached hereto in Attachment "A." Nothing herein shall be deemed to eliminate or reduce the District's right to terminate the Agreement at-will upon seven days' written notice.

#### **P. Construction Manager**

The District's Construction Manager for the project is to be determined. The District reserves the right to utilize the services of any construction manager(s) of its selection.

**Grand Ledge Public Schools**

**REQUEST FOR PROPOSAL FOR  
ARCHITECTURAL SERVICES**

**PART 2 -- PROPOSAL REVIEW AND SELECTION PROCESS**

**A. Time Frame for Architect Selection**

It is the intent of the District to select an Architect according to the following schedule:

October 17, 2025 . . . . . RFP is released.  
November 7, 2025 . . . . . Proposals are due.  
December 8, 2025 . . . . . Board of Education selects an Architect and  
authorizes the Superintendent to finalize a contract.  
December 15, 2025 . . . . . Architect begins work.

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

**B. Review and Selection Process**

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

**C. Architect Interviews**

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

**D. Evaluation Criteria**

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

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

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

*Qualifications:* Qualifications and experience of the key staff to be assigned to the project.

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

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

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

*Fee Proposal:* The total fees for architectural services, including professional fees, allowances for reimbursable expenses, and allowances for additional on-site personnel costs (if any).

#### **E. Awarding of the Contract**

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

The form of Contract shall be based on the modified version of AIA Document B132 – 2019 Edition, attached hereto as Attachment “A.” The bidder shall be deemed to agree with the attached document in its entirety, except and to the extent the bidder specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative. The absence of any such written objection shall constitute an agreement to all proposed contract terms.

Notwithstanding anything herein to the contrary, the District shall have the ability, in its sole discretion, to negotiate any term of the Contract. The award of a Contract shall be contingent upon the successful negotiation of any such issues identified by the District. Without limiting the breadth of the foregoing, it is expressly acknowledged and agreed that the District has the right to require negotiation of an Owner/Architect Agreement for use with an "at risk" construction manager (or Construction Manager-Constructor).

**Grand Ledge Public Schools**

**REQUEST FOR PROPOSAL FOR  
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PART 3 – PROPOSAL DETAILS**

NAME OF FIRM: \_\_\_\_\_ YEAR ESTABLISHED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**A. Business Organization**

1. Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Other \_\_\_\_\_

2. Years firm has provided K-12 Architectural Services:

3. List Principals and officers of the firm:

4. List the various professional and support staff positions and number of personnel in each position in your firm.

| <u>Professional Staff</u> | <u>Number</u> | <u>Support Staff</u> | <u>Number</u> |
|---------------------------|---------------|----------------------|---------------|
|---------------------------|---------------|----------------------|---------------|

5. Provide a brief history of your firm's experience with public school construction.

6. If the District chooses to pursue a bond election, the Architect's services regarding same will be critical. Describe your firm's planned support of and commitment to informational and interested voter campaigns related to a bond issue.
  - a. Describe the processes and strategies you would use in assisting the district in developing the informational campaign strategies for a successful bond issue proposal. What specific impact can your firm bring to this effort?
  - b. Describe the materials that your firm would provide such as graphic presentation of planned projects, brochures, postcards, displays, etc.
  - c. Identify in detail any other commitments the firm would make in assisting the district in the bond election process.
7. Describe your firm's instructional technology expertise. If this expertise is not in-house, which firms have you worked with successfully and why? Describe trends in technology integration in classrooms which you think have been successful and those which you believe were less valuable. How do you see technology being utilized in K-12 education in projects you may complete 10 years from now?
8. Describe the services your firm will provide during and after Project Closeout, Commissioning, Punch List process, and following up on claims, guarantees and warranties.
9. **PERSONNEL:**  
  
Provide an organization chart, including resumes of all key personnel your firm will commit for the duration of this Project if awarded the contract and the hourly rate for such personnel in the event they provide Additional Services, and provide documentation regarding their respective qualifications. For the project manager and project architects you identify to be assigned for the duration of our Project, provide the name and phone number of two superintendents, two business managers, and two building principals with whom the architect has worked on a school building project. Architect shall not change staff assigned to the Owner's Project without Owner's approval or Owner's request except in the event such individual dies, is disabled or leaves the employment of the Architect.
10. List professional consultants outside your firm you propose using to provide services not available in your firm.

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

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

11. What is your firm's present workload?

|                                      | Number of Projects | \$ Value |
|--------------------------------------|--------------------|----------|
| Bond elections in the next 12 months |                    |          |
| Projects in pre-construction phase   |                    |          |
| Projects in construction phase       |                    |          |

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

12. What is your General Liability Insurance coverage:

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

13. What is your Professional Liability coverage:

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

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

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

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

**B. Approach to Architectural Services**

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

2. List what you consider to be the best school construction project you have designed:
 

|                                                              |                       |
|--------------------------------------------------------------|-----------------------|
| Project Name:                                                |                       |
| School District:                                             |                       |
| Contact:                                                     |                       |
| Phone Number                                                 |                       |
| Total Cost                                                   |                       |
| Square Footage                                               | Cost per Square Foot  |
| # of Change Orders                                           | Cost of Change Orders |
| Date Completed                                               |                       |
| Project Architect                                            |                       |
| Why do you consider this school to be your firm's best work? |                       |
  
3. List the top five exceptional educational features of school construction projects designed by your firm.
  
4. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use for the Project.
  
5. List the steps in your standard change order procedure, your criteria used to determine whether Additional Service fees will be charged and for change orders, and your fee schedule for change orders.
  
6. Explain your philosophy regarding change orders and identify on both a dollar and percentage basis the volume of change orders on each of your last five (5) K-12 school construction projects. For these projects, indicate the proportion of those changes that were owner-initiated and the identity of the owner.
  
7. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to school construction.
  
8. Some of the construction work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.
  
9. Discuss the method of on-site observation you will use for our Project, and how you will ensure a same-day response should we need on-site advice.
  
10. Describe your philosophy regarding the establishment, use and purpose of contingency funds.

11. Identify all categories of anticipated reimbursable expenses the Architect would expect to charge to the District.
  
12. Describe in detail the typical school bond election informational campaign run by your firm, including the identification of the individual(s) you would assign to such a campaign to work with the District. Please also identify the number of school bond campaigns your firm has handled in the last 36 months in Michigan and identify all such successful campaigns. Include references from at least one unsuccessful and two successful campaigns.
  
13. Add any additional information about your design approach as envisioned for this Project.
  
14. List the three (3) most recent school construction projects for which your firm has acted as Architect.
  - a.
 

|                    |                       |
|--------------------|-----------------------|
| Project Name:      |                       |
| School District:   |                       |
| Contact:           |                       |
| Phone Number       |                       |
| Total Cost         |                       |
| Square Footage     | Cost per Square Foot  |
| # of Change Orders | Cost of Change Orders |
| Date Completed     |                       |
| Project Architect  |                       |
  
  - b.
 

|                    |                       |
|--------------------|-----------------------|
| Project Name:      |                       |
| School District:   |                       |
| Contact:           |                       |
| Phone Number       |                       |
| Total Cost         |                       |
| Square Footage     | Cost per Square Foot  |
| # of Change Orders | Cost of Change Orders |
| Date Completed     |                       |
| Project Architect  |                       |
  
  - c.
 

|                    |                       |
|--------------------|-----------------------|
| Project Name:      |                       |
| School District:   |                       |
| Contact:           |                       |
| Phone Number       |                       |
| Total Cost         |                       |
| Square Footage     | Cost per Square Foot  |
| # of Change Orders | Cost of Change Orders |
| Date Completed     |                       |
| Project Architect  |                       |

**C. Anticipated Project Schedule**

The District expects to commence work on the Project on December 15, 2025 and to complete the work on or before December 15, 2031. Please identify any concerns or reservations your firm may have with these general parameters and describe any negative impacts on the Project foreseen as a result of such parameters. The District anticipates working with the selected Architect after bidding to consider Project Schedule adjustments necessary to maximize bidding opportunities.

**Grand Ledge Public Schools**

**REQUEST FOR PROPOSAL FOR  
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PART 4 – PROPOSAL SUMMARY**

The cost of the project is anticipated to be approximately \$60,000,000 – \$80,000,000. The scope of architectural services is generally set forth herein and in Attachment “A”. Your fee proposal is to be all-inclusive, specifically including all professional fees, allowances for reimbursable expenses, and costs for on-site supervisors (if any) and all other personnel.

The District may choose to convert the percentage fee into a lump sum amount in its sole discretion. If you believe any other information or clarification may be helpful to the District in determining your cost for services (such as, but not limited to, a further breakdown of costs per cost or work category), please include that information in your proposal.

|                   | New Construction | Additions | Renovation |
|-------------------|------------------|-----------|------------|
| % of Project Cost |                  |           |            |

**Explain Any Change in Proposed Fee Due to Higher or Lower Project Cost (if applicable):**

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

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Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Signature/Title

**ATTACHMENT “A”**

[Form of Agreement Follows]

## ATTACHMENT “B”

## FAMILIAL DISCLOSURE STATEMENT

AFFIDAVIT OF \_\_\_\_\_  
(insert name of affiant)

STATE OF MICHIGAN )  
 )ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ makes this Affidavit under oath and states as follows:

*(insert name of affiant)*

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

of [insert name of contractor], a bidder for architectural services for North Central Area Schools.

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

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

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

\_\_\_\_\_  
(signature of affiant)

Dated: \_\_\_\_\_

Subscribed and sworn before me in \_\_\_\_\_ County,  
Michigan, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed)

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

## ATTACHMENT "C"

### IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

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

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

\_\_\_\_\_  
(date)

# DRAFT AIA® Document B132™ – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the « \_\_\_\_\_ » day of « \_\_\_\_\_ » in the year « 20 »  
(In words, indicate day, month, and year.)

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

Grand Ledge Public Schools  
220 Lamson Street  
Grand Ledge, MI 48837  
Telephone: 517-925-5400

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Grand Ledge Public Schools, 2026 construction project, in accordance with the relevant application for preliminary qualification of bonds, the relevant election ballot language, all applicable grant applications and related terms and conditions, Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner.

The Construction Manager:  
(Name, legal status, address, and other information)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

To be determined by the Owner in writing, in accordance with the relevant application for preliminary qualification of bonds, after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner

§ 1.1.2 The Project's physical characteristics:

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

To be determined by the Owner in writing, in accordance with the relevant application for preliminary qualification of bonds, after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner

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

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

A fixed sum to be established by the Owner as a condition of this Agreement in accordance with the relevant application for preliminary qualification of bonds.

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

.1 Design phase milestone dates, if any:

«To be determined»

.2 Construction commencement date:

«To be determined»

.3 Substantial Completion date or dates:

«To be determined»

.4 Other milestone dates:

«To be determined»

§ 1.1.5 The Owner intends the following procurement method for the Project:  
(Identify method such as competitive bid or negotiated contract.)

«Multiple Prime Contractors, competitively bid in accordance with the Revised School Code and other applicable laws.»

§ 1.1.6 The Owner's requirements for accelerated ~~or fast track~~ design and construction, multiple bid packages, or phased construction are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

«To be determined.»

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

«-»

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with ~~Section~~Sections 5.3 and 5.4:  
(List name, address, and other contact information.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

«As the Board of Education directs, the State of Michigan, and as otherwise required by law.»

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. ~~If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.~~)

« »

.2 Land Surveyor:  
« To be determined. »« »

« »

« »

.3 Geotechnical Engineer:  
« To be determined. »« »

« »

« »

.4 Civil Engineer:  
« To be determined. »« »

« »

« »

.5 Other consultants and Contractors:  
(List any other consultants and Contractors retained by the Owner.)  
«To be determined»

§ 1.1.11 The Architect identifies the following representative in accordance with ~~Section~~Sections 2.3 and 2.4:  
(List name, address, and other contact information.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2 and any others as required to perform Basic Services:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« To be provided in-house by Architect »

« »

« »

« »

.2 Mechanical Engineer:

« To be provided in-house by Architect »

« »

« »

« »

.3 Electrical Engineer:

« To be provided in-house by Architect »

« »

« »

« »

.4 Delegated design is not permitted on this Project without the Owner's prior written consent.

§ 1.1.12.2 Potential Consultants that may be retained under Supplemental Services if there is compliance with the first paragraph of Section 4.1:

« To be determined. »

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

«The Architect will be responsible for the services performed by any third-party consultants hired by the Architect. Any contract between the Architect and a consultant shall identify the Owner as an intended third-party beneficiary.»

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

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

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

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the ~~jurisdiction where the Project is located~~State of Michigan to provide the services required by this Agreement, ~~or~~and shall cause such services to be performed by appropriately licensed design professionals, whether provided by the Architect or a consultant.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in ~~AIA Document C132™ - 2019, Standard Form of the~~ Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

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

~~§ 2.5 Except with the Owner's knowledge and consent, the~~ **§ 2.5** 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.

**§ 2.6** The Architect shall maintain the following standard insurance until termination of this Agreement. ~~If any of or until the requirements set forth below are date(s) specified in addition to this Agreement, whichever is longer, in the types and limits the amounts identified below, in an Architect normally maintains, the Owner shall pay the Architect provided certificate of insurance, or as set forth in Section 11.9 required by law, whichever is greater.~~

**§ 2.6.1** Commercial General Liability with policy limits of not less than «Two Million Dollars» (\$«2,000,000») for each occurrence and «Four Million Dollars» (\$«4,000,000») in the aggregate for bodily injury and property damage.

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

**§ 2.6.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The Architect shall provide umbrella coverage with a policy limit of not less than Five Million Dollars (\$5,000,000).

**§ 2.6.4** Workers' Compensation at statutory limits, not less than Five Hundred Thousand Dollars (\$500,000).

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

**§ 2.6.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Two Million Dollars» (\$«2,000,000») per claim and «Four Million Dollars» (\$«4,000,000») in the aggregate.

**§ 2.6.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect will not take any action, nor fail to take any action (e.g., nonpayment of policy premium), that would jeopardize the Architect's insurance coverages.

**§ 2.6.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6 at the time of execution of this Agreement.

**§ 2.6.9** Prior to the commencement of any Project, the Architect shall notify the Owner in writing of its proposed insurance coverages and amounts, even if they are the same as identified in this Section 2.6, which coverages and amounts shall be subject to the Owner's reasonable approval, and such coverages will not be terminated, non-renewed, or reduced without at least 30 days prior written notice to the Owner.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services ~~consist of those described in this Article 3 and~~ include usual and customary architectural and engineering services including structural, mechanical, civil, interior design, landscape design, and electrical engineering services, by those qualified and experienced in their respective fields, as needed, to address the requirements of the Project. ~~Services not set forth in this Article 3 are identified in this Agreement, the General Conditions, and any other Contract Document shall be Basic Services unless expressly identified therein as Supplemental or Additional Services.~~

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner's and Construction Manager's review and the Owner's approval, a written schedule for the performance of the Architect's services, for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design phase milestone dates, as well as the anticipated dates when cost estimates or design reviews may occur, for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review and for the Owner's provision of information, for the Construction Manager's review, for the performance of the Owner's consultants, for a master design schedule for planning, schematics, design development, and construction documents phases, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause and with mutual written agreement of the parties, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services, and the Project as a whole. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services and the Project as a whole.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written review or approval. The Architect shall advise the Owner of the Architect's opinion before the Owner orders a directive or substitution or accepts non-conforming work.

§ 3.1.6 The Architect shall advise the Owner as to all building and special permits required for the Project and shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The Architect shall verify that the Owner has paid applicable fees and assessments. The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design and regulatory requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist and advise the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including but not limited to plan review required by MCL 380.1263, first responder consultation required by MCL 380.1264, construction code inspections required by MCL 388.851, et seq., and fire safety inspections required by MCL 388.851, et seq. The Architect shall have the primary responsibility to complete the required document(s) and to ensure that they are properly filed on behalf of the Owner.

§ 3.1.8 The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in Public Act No. 306 of 1937, MCL 388.851, et seq., and Public Act 299 of 1980, MCL 339.2011 (collectively, the "Acts"). Therefore, the Architect hereby agrees to perform the services that shall or may be performed by an "architect" or "engineer" pursuant to those Acts. The parties acknowledge that nothing in this Agreement shall be construed to limit the Architect's services, duties, or obligations under either of those Acts, except that the parties further acknowledge that the Construction Manager will provide construction supervision as required by 1937 PA 306.

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

§ 3.1.10 The Architect shall submit design documents to the Owner at intervals appropriate of the design process for purposes of evaluation and approval by the Owner.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner and Construction Manager, consult with the Owner regarding same, and shall review and at all times follow all laws, codes, and regulations applicable to the Architect's services and the Project.

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

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager 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, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.2.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

**§ 3.2.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall ~~be entitled to rely on~~ receive and review the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner

and shall prepare such estimates of Construction Cost as the Architect deems necessary to perform Basic Services and to satisfy MCL 339.2011. The Architect shall advise the Owner if it appears that the Cost of the Work may exceed the Owner's fixed budget for the Cost of the Work, and/or that total Project costs may exceed the fixed Project budget and shall make recommendations for corrective action.

§ 3.2.9 The Architect shall specifically request and obtain the Owner's written approval of the Schematic Design Documents and related construction cost estimates before proceeding to the Design Development Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project, except for aesthetic purposes. The Architect expressly assumes all costs and damages related to its failure to timely and properly obtain the Owner's written approval as required herein.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Design Development Documents for the Owner's and Construction Manager's review and the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Design Development Documents shall ~~be based upon~~ take into consideration information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, civil, and electrical systems, and other elements identified in Section 1.1.12 or Section 3.1, or otherwise appropriate ~~elements~~. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.3.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

**§ 3.3.4** The Architect shall specifically request and obtain the Owner's written approval of the Design Development Documents and related construction cost estimates before proceeding to the Construction Documents Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project, except for aesthetic purposes. The Architect expressly assumes all costs and damages related to its failure to timely and properly obtain the Owner's written approval as required herein.

### **§ 3.4 Construction Documents Phase Services**

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

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

§ 3.4.3 During the development of the Construction Documents, ~~if requested by the Owner,~~ the Architect shall assist the Owner and the Construction Manager 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 agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms. All such documents shall have been provided in a format that conforms with the terms of this Agreement and the Drawings/Specifications, including but not limited to dispute resolution provisions, and shall comply with all public bidding, prevailing wage (if applicable), and contracting laws applicable to Michigan public school districts and this Project.

§ 3.4.3.1 Documents referenced in Section 3.4.3 shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement. The Architect shall include in bid specifications and in any of the relevant document provisions a statement indicating that modified version(s) of the standard AIA Owner/Contractor Agreement will be utilized. The Architect shall ensure that the form of Owner/Contractor Agreement and General Conditions shall either be prepared by, or reviewed and approved by, Owner's legal counsel.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

§ 3.4.6 The Architect shall specifically request and obtain the Owner's written approval of the Construction Documents and related construction cost estimates before proceeding to the Procurement Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project, except for aesthetic purposes. The Architect expressly assumes all costs and damages related to its failure to timely and properly obtain the Owner's written approval as required herein.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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) ~~awarding and~~ preparing Contracts for Construction; ~~and~~ (5) rendering interpretations and clarifications of drawings and specifications in appropriate written form. The Owner shall award bids as required by law. See Section 12.10.

### § 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 and Construction Manager in bidding the Project by

- .1 assisting the Construction Manager with the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders ~~and~~, providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and~~ and providing recommendations for award of bids;
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner ~~and in compliance with applicable competitive bidding laws;~~

- .5 working with the Construction Manager to determine compliance with competitive bidding laws, including respect to bid advertisements, familial disclosure statements, prevailing wage requirements (if applicable), and Iran Economic Sanctions Act certifications; and
- .6 participating in post-bid conferences with apparent low bidders.

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

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents and shall adhere to competitive bidding thresholds established by applicable law.

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

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

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 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 A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. References to the "General Conditions" herein are understood to mean the modified version of the AIA Document A232 – 2019.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the ~~Construction Phase-Services~~ provided in this Agreement. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, ~~nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents.~~ The Architect shall be responsible for the Architect's negligent acts or omissions, and for the Architect's breach of this Agreement but shall not ~~otherwise~~ have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, ~~or~~ acts or omissions of the Contractors or of any other persons or entities performing portions of the Work. Nothing in this Section 3.6.1.3 shall be construed to limit the Architect's responsibilities in MCL 339.2011 or MCL 388.851, et seq. both as may be amended from time to time.

~~§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the~~ § 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment at the end of the Contractors' applicable warranty periods (not less than 1 year after substantial completion).~~

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3,~~ to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies, to comply with statutory obligations, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, subject to Section 3.1.8, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and

quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations ~~and decisions~~ of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations ~~and decisions~~, the Architect shall endeavor to secure faithful performance by the ~~Owner and~~ Contractors, ~~shall not show partiality to either,~~ and shall not be liable for results of interpretations ~~or decisions~~ rendered in good faith ~~and without negligence~~. The Architect's ~~decisions on matters~~ interpretations relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. It is acknowledged and understood that the Architect's obligation to provide "decisions" in the General Conditions, as a condition precedent to dispute resolution, shall be satisfied by the interpretations referenced herein.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial ~~decisions~~ written interpretations on Claims between the Owner and Contractors as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 ~~Not more frequently than monthly, the~~ At least monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, unless the circumstances require a shorter time period, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing and accompanying the relevant certification.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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 each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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

#### § 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, including those that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall ~~only~~ be for the ~~limited~~ purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review and approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager or otherwise for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such

changes shall be effected by written order issued by the Architect through the Construction Manager. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

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

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager; upon Substantial Completion, jointly with a relevant Contractor and the Construction Manager, prepare a list of incomplete or unsatisfactory items and schedule their completion;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected. The Architect shall be solely responsible for the inspection and the Owner shall be solely an observer.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance- for the purpose of identifying potential warranty issues and to verify adequacy of the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 ~~The services~~ Supplemental Services or Additional Services listed below are not included in Basic Services but may be provided by the Architect and compensated by the Owner as Supplemental Services or Additional Services only if: (a) required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as-, (b) the Owner authorizes the performance of same in writing prior to the Architect's responsibility, and provision of any such service, and (c) the Architect provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Supplemental Services or Additional Services in the absence of the foregoing. For properly authorized Supplemental Services or Additional Services, 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. Supplemental Services or Additional Services do not include those items listed below and identified as Basic Services, which shall be provided as Basic Services.

(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<br>(Architect, Owner or Not Provided) |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------|
| § 4.1.1.1 Assistance with selection of Construction Manager                                       |                                                      |
| § 4.1.1.2 Programming                                                                             | Basic Service                                        |
| § 4.1.1.3 Multiple preliminary designs                                                            | Basic Service                                        |
| § 4.1.1.4 Measured drawings <u>of existing facilities unrelated to the Project</u>                |                                                      |
| § 4.1.1.5 Existing facilities surveys <u>unrelated to the Project</u>                             |                                                      |
| § 4.1.1.6 Site evaluation and planning                                                            | Basic Service                                        |
| § 4.1.1.7 Building Information Model management responsibilities                                  |                                                      |
| § 4.1.1.8 Development of Building Information Models for post construction use                    |                                                      |
| § 4.1.1.9 Civil engineering                                                                       | Basic Service                                        |
| § 4.1.1.10 Landscape design                                                                       | Basic Service                                        |
| § 4.1.1.11 Architectural interior design                                                          | Basic Service                                        |
| § 4.1.1.12 Value analysis                                                                         | Basic Service                                        |
| § 4.1.1.13 Cost estimating                                                                        | Basic Service (See MCL 339.2011)                     |
| § 4.1.1.14 On-site project representation                                                         | Basic Service                                        |
| § 4.1.1.15 Conformed documents for construction                                                   | Basic Service                                        |
| § 4.1.1.16 As-designed record drawings                                                            | Basic Service                                        |
| § 4.1.1.17 As-constructed record drawings                                                         |                                                      |
| § 4.1.1.18 Post-occupancy evaluation                                                              | Basic Service                                        |
| § 4.1.1.19 Facility support services                                                              |                                                      |
| § 4.1.1.20 Tenant-related services                                                                |                                                      |
| § 4.1.1.21 Architect's coordination of the Owner's consultants                                    | Basic Service                                        |
| § 4.1.1.22 Telecommunications/data design/ <u>technology design</u>                               | Basic Service                                        |
| § 4.1.1.23 Security evaluation and planning                                                       | Basic Service<br>See Section 4.1.2.1                 |
| § 4.1.1.24 Commissioning                                                                          | See Section 4.1.2.1                                  |
| § 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3                                 |                                                      |
| § 4.1.1.26 Historic preservation                                                                  |                                                      |
| § 4.1.1.27 Furniture, furnishings, and equipment design                                           | Basic Service                                        |
| § 4.1.1.28 Other services provided by specialty Consultants <u>identified in Section 1.1.12.2</u> |                                                      |
| § 4.1.1.29 Other Supplemental Services                                                            |                                                      |
|                                                                                                   |                                                      |

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 ~~A~~An additional description of each Supplemental Service identified in Section 4.1.1 for clarification 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.)~~

«—»

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

«««

~~Section 4.1.1.23: Without limiting the breadth of the Architect's Basic Services, the Architect will also comply with MCL 380.1264 as a Basic Service.~~

~~Section 4.1.1.24: The Architect shall comply with applicable laws regarding commissioning, including but not limited to Rule 1098a of the Michigan Energy Code, and shall otherwise participate in basic system start-up and balancing as part of its Basic Services. »»»~~

#### ~~§ 4.1.2.2 NOT USED~~

#### ~~§ 4.1.3 NOT USED~~

### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, if there has been compliance with the first paragraph of Section 4.1.1, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and, if necessary, an appropriate adjustment in the Architect's schedule.

~~§ 4.2.1 Upon recognizing the need to perform the~~The following Additional Services, ~~the Architect shall notify the Owner~~be provided if there has been compliance with ~~reasonable promptness and explain the facts and circumstances giving rise to the need~~the first paragraph of Section 4.1. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- ~~.1 Services~~Subject to Section 6.6 and Section 6.8, services necessitated by a change in the Initial Information, previous instructions or ~~recommendations given by the Construction Manager or the Owner~~, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, ~~constructability considerations~~, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- ~~.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;~~
- ~~.2 Not used;~~
- ~~.3 Services~~ necessitated by enactment or revision of codes, laws, or regulations after completion of the Instruments of Service, including changing or editing previously prepared Instruments of Service;
- ~~.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are unforeseeable, occur after the completion of the Instruments of Service, and are~~ either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service ~~when those Instruments of Service were prepared. The Architect is expected to and shall provide its services in accordance~~compliance with the ~~applicable standard of care~~most recent codes, laws, regulations, and interpretations;
- ~~.5 Services~~ necessitated by decisions of the Owner ~~or Construction Manager~~ not rendered in a timely manner, acknowledging the Owner's obligations under the Open Meetings Act, or any other failure of

- performance on the part of the Owner, ~~Construction Manager~~ or the Owner's ~~other~~ consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - ~~.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~
  - ~~.8 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
  - ~~.7 Not Used;~~
  - ~~.8 Not Used;~~
  - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or at which the Architect's services are at issue;
  - ~~.10 Evaluation of the qualifications of entities providing bids or proposals;~~
  - ~~.10 Not Used;~~
  - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
  - .12 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

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

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 ~~Unless otherwise provided for under this Agreement~~ Upon the Architect's specific written request, the Owner shall provide information ~~in a timely manner~~ regarding requirements for and limitations on the Project, including a

written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in ~~AIA Document C132-2019, Standard Form of the~~ Agreement Between Owner and Construction Manager ~~as Adviser~~. The Owner shall provide the Architect, upon request, with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. ~~The Owner shall~~ With the assistance of the Architect and the Construction Manager, the Owner 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 and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, ~~shall~~ may thereafter agree to a corresponding change in the Project's scope and quality. The parties acknowledge the Owner's fixed limit of construction cost for the Project.

**§ 5.3.1** The Owner acknowledges that accelerated, ~~or phased-or fast track~~ scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, ~~or phased-or fast track~~ scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. If the Architect recommends or approves accelerated or phased scheduling, doing so is a representation to the Owner that accelerated or phased scheduling is an appropriate and preferred method for this Project. The Architect will assist the Owner in determining what, if any, additional costs should be attributed to such accelerated or phased scheduling.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters of authority set by the Owner's Board of Education. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services, subject to the Owner's status as a public body, including being subject to the Open Meetings Act.

~~§ 5.5 The~~ **§ 5.5** Where required by the circumstances of the Project and requested by the Architect in writing, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services. The Owner will pay for such services, as applicable.

~~§ 5.6 The~~ **§ 5.6** Where required by the circumstances of the Project and as requested by the Architect in writing, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services and the Owner will pay for such services, as applicable.

~~§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

## § 5.7 NOT USED

## § 5.8 NOT USED

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service-, but the Owner's failure to do so does not relieve the Architect of its responsibilities, and the Owner assumes no duty of observation, inspection, or investigation pursuant to this section or otherwise. The Architect shall give the Owner prompt written notice if it becomes aware of any fault or defect in the Project or the Instruments of Service.

§ 5.13 The Owner shall endeavor to communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents- that may affect the Architect's services. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project- that may affect the Architect's services. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the ~~Owner shall coordinate~~Architect shall assist the Owner with coordination of the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. ~~The~~Upon request, the Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and the Contract Documents shall obligate the Construction Manager and Contractors to provide the Architect and the Owner access to the Work wherever it is in preparation or progress.

~~§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of cost estimating or tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. ~~The Cost of the Work includes the, contingencies, compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only-, and compensation of the Architect and the Architect's consultants,~~ including respective compensation for reimbursable expenses at the job site, if any. ~~The Cost~~For purposes of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The calculating fees or other

~~costs determined on a percentage of the Cost of the Work only, the Cost of the Work does not include the compensation of the Architect; or the Architect's consultants; compensation of the Construction Manager or the Construction Manager's consultants; work for which the Architect is not providing services (for example, Owner hired consultants, unused contingency dollars, review/permit fees, and Owner-purchased equipment); the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.; 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, A fixed limit of construction costs shall be adjusted throughout established by the Project Owner as required under Sections 5.3 and 6.4a condition of this Agreement in accordance with the relevant application for preliminary qualification of bonds.~~ Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional familiar with the construction industry.

**§ 6.3** The Owner shall ~~require permit~~ the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be ~~entitled required~~ to ~~rely on the accuracy and completeness of~~ prepare its own estimates of the Cost of the Work ~~the Construction Manager prepares as the Architect progresses with necessary to perform~~ its Basic Services. ~~The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate See MCL 339.2011.~~ The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect Basic Services and shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~**§ 6.3.1** If the Architect is providing cost estimating services as a Supplemental Service, and~~ **§ 6.3.1** If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates. The Architect shall ensure compliance with MCL 339.2011.

**§ 6.4** If ~~prior to at any time, the conclusion of the Design Development Phase, Architect's or~~ the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager and as a Basic Service, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget ~~for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

**§ 6.5** If ~~the Construction Manager's at any time an~~ estimate of the Cost of the Work ~~at the conclusion of the Design Development Phase~~ exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect shall, without additional compensation, ~~shall incorporate the revisions into the Construction Documents Phase as necessary to comply with the Owner's fixed~~ budget for the Cost of the Work ~~at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6-a Basic Service.~~

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as ~~an Additional a~~ Basic Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, ~~except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~

**§ 6.8** In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, and without additional compensation, shall provide such modifications in the Contract Documents and other architectural and design services as necessary to bring the cost of the Project within budget.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

~~§ 7.2 The~~ § 7.2 Except as otherwise provided in this Agreement, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 ~~The Architect grants to~~ Upon execution of this Agreement, the Owner shall have a nonexclusive, irrevocable license ~~to and right to access, use and reproduce the Architect's Instruments of Service solely and exclusively (in any and every format and regardless of the stage of completion)~~ for purposes of constructing, using, maintaining, altering and adding to the Project, ~~provided that or completing the Project should Architect not provide services through completion. On behalf of, and for the benefit of,~~ the Owner ~~substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The, the~~ Architect shall obtain similar ~~nonexclusive licenses rights~~ from the Architect's consultants consistent with this Agreement. ~~The license granted under this section permits the Owner to~~ Such rights shall, without limitation, authorize the ~~Contractors, Construction Manager~~ Owner and the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and ~~Separate Contractors, separate contractors and other design professionals, to utilize and~~ to reproduce applicable portions of the Instruments of Service, ~~subject to any protocols established pursuant to Section 1.3, solely and exclusively~~ for use in performing services or construction for the Project. ~~If the Architect rightfully terminates Any termination of this Agreement for cause as provided in Section 9.4, the license granted any reason or under any condition shall in this Section 7.3 shall no way terminate or otherwise diminish the licenses and rights described herein.~~

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable Michigan law, but in any no case ~~not more than 10~~ shall a claim by the Owner be deemed untimely if filed within six (6) years after the date of Substantial Completion of the Work overall Project or, if longer, one year after the discovery of a defect caused by the Architect's gross negligence. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232 - 2019, General Conditions of the~~

~~Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

§ 8.1.2 The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or any other Contract Document is contrary to this provision, such term is void and unenforceable.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's ~~officers~~board members and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by or the Architect's breach of this Agreement.

§ 8.1.4 The Architect and Owner waivewaives consequential damages against the Owner for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation. The Owner agrees that the Architect, Construction Manager, and Contractors may also agree to allwaive consequential damages due to either party's termination of this against one another, respectively, and that the Architect may propose such language in the modified Owner/Contractor Agreement, except as specifically provided in and General Conditions, in accordance with its responsibilities under Section 9.73.4.3.

## **§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution non-binding mediation as a condition precedent to litigation.

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

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

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

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

**§ 8.3 Arbitration** The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be paid by the non-prevailing party, as determined by the adjudicator of the dispute.

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

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

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

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

**~~§ 8.3.4 Consolidation or Joinder~~**

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

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

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

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

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

§ 9.2 If the Owner voluntarily suspends the Project for more than 30 consecutive days, except for a scheduled suspension or due to the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted subject to negotiation by the parties.

§ 9.3 If the Owner voluntarily suspends the Project for more than 90 ~~cumulative~~ consecutive days for reasons other than a scheduled suspension or the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing, stating with specificity the alleged non-performance, and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period of not less than 15 days following the Owner's receipt of said notice.

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

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

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

~~1 — Termination Fee:~~



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



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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, ~~except for purposes as modified on behalf of the Owner, this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.~~

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

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

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

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

§ 10.7 The Architect shall have the right to lawfully include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information ~~if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. The Architect shall obtain the Owner's approval prior to disclosures of information for purposes of verifying that such disclosures contain no confidential information (including, for example, information protected by FERPA). 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 Owner~~ receives Owner information ~~specifically designated as that is~~ "confidential" or "business proprietary," the ~~receiving party~~ Architect shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The ~~receiving party~~ Architect may disclose "confidential" or "business proprietary" information after 7 days' notice to the ~~other party~~ Owner, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the ~~receiving party~~ Architect to defend itself in any dispute. and the Owner has consented to such disclosure. The ~~receiving party~~ 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. The Architect acknowledges and agrees that the Owner is a public body subject to the Michigan Freedom of Information Act ("FOIA"), the Owner may disclose Architect confidential or business proprietary information in response to a FOIA request, and that the determination whether a document is responsive to a FOIA request or if the requested information is exempt under FOIA will be in the sole discretion of the Owner.

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

**§ 10.10** The Architect agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request. The Architect shall notify the Owner in writing at least ninety (90) days before disposing of any referenced records for any reason at any time, to afford the Owner sufficient notice to take possession of such records if required or desired.

**§ 10.11** Waiver and Severability. Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant.

## ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum  
(Insert amount)

« \$ »

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

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

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

« »

**§ 11.2** For the Architect's properly authorized Supplemental Services ~~designated in Section 4.1.1 and for any Sustainability and Additional Services required pursuant to Section 4.1.3~~, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

« As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth in Section 11.7. »

### **§ 11.3 NOT USED**

~~**§ 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.)~~

« »

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

~~(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

« »

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

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

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

§ 11.7 The hourly billing rates for ~~services~~ Supplemental and Additional 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.)

« »

Employee or Category

Rate (\$0.00) per hour

## § 11.8 Compensation for Reimbursable Expenses

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

- .1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence; ~~(not including travel to and from the project site(s));~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets~~ Not Used;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project. The Architect will pay initial deposits for plan reviews as a reimbursable expense. Invoices for the balance of such fees may be forwarded to, and paid directly by, the Owner;
- .4 Printing, reproductions, plots, and standard form documents for use and review by Owner and governmental agencies;
- .5 Postage, handling, and delivery;
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.6 Not Used;~~
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent ( « 0 » %) of the expenses incurred. Reimbursable Expenses shall not exceed (\$ ) without the prior written consent of the Owner.

The Architect's total compensation package, including fee and Reimbursable Expenses, shall not exceed (\$ ).

### § 11.9 Architect's Insurance

~~If the 9 The types and limits of coverage required in this Agreement, including Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner, shall reimburse the Architect.) be provided as part of the Architect's Basic Services.~~

«—»

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

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

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

#### § 11.10.2 Progress Payments

§ 11.10.2.1 ~~Unless otherwise agreed, payments for~~ Payments for undisputed services shall be made monthly in proportion to services performed. ~~Payments-Undisputed payments~~ are due and payable upon presentation within thirty (30) days of the Owner's receipt of the Architect's invoice. Amounts unpaid «—» ( «—») ~~thirty»~~ («30») days after the invoiced date shall bear interest at the rate entered below, ~~or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~  
(Insert rate of monthly or annual interest agreed upon.)

«—» % «—»

«Five percent (5%)» « (See MCL 438.31) »

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

§ 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 upon request, at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

§ 12.4 (a) If errors and omissions in the Project are detected in the plans and specifications before the Work has been bid, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by the Architect, as well as any increase in construction costs due to a delay in bidding or construction related to the error or omission or its redesign.. Any other additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner.

(b) If errors and omissions in the Project are detected in the plans and specifications after the Work has been bid, and if revision, removal or replacement of a portion of the Work is required, the Architect shall pay the cost of redesign and, if the Architect's error or omission was due to professional negligence, as determined on a case-by-case basis, then the Architect shall pay for the cost of the revision, removal, and the reconstruction required to incorporate the omission or to correct the error, in addition to any other damages recoverable under law, and the Owner shall be responsible only for the costs it would have incurred had the error or omission not occurred.

§ 12.5 The Architect shall be accessible to the Owner, either on-site or via communication media, as is necessary to address issues that arise during the Project.

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

§ 12.7 Services deleted from Article 4 shall be deemed to be a part of Basic Services.

§ 12.8 The Architect agrees to provide assistance for at least one (1) year beyond the date of substantial completion as a part of Basic Services, as well as a post-occupancy evaluation of the building thirty (30) days prior to the expiration of the warranty period. This review shall include architectural, plumbing, mechanical, electrical, civil and structural review of the Project, to determine whether the Project components are performing as specified prior to the expiration of the relevant warranty.

§ 12.9 The Owner reserves the right to approve the identity of the Architect's project representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall make available the services of \_\_\_\_\_ and other such individuals as may be required to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in the Agreement. In the event that any individual identified above is discharged, dies, is disabled or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement of the Owner.

§ 12.10 The Architect will assist the Construction Manager in all contract award services, including but not necessarily limited to, conducting pre-award conferences with apparent low bidders, reviewing bids or negotiated proposals, and advising the Owner whether such bids and proposals are responsive and acceptable in the context of the Project requirements.

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

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

§ 12.13 The Architect agrees that it will be the Architect responsible for construction for purposes of this Section 12.13 and shall not specify as a building material in any Construction Document for the Project any material which the Architect knew or reasonably should have known was an asbestos containing building material (ACBM), as defined in Section 763.83 of 40 CFR Part 763, as amended. Upon the issuance of the final certificate for payment, the Architect shall furnish the Owner a signed statement (dated current) that, to the best of Architect's knowledge, no asbestos containing building material was used as a building material in the Project. The Architect shall include in specifications that no ACBM shall be used in the construction of the school building and that each contractor shall certify to the School District and Architect that none was used in the construction; the Architect shall cooperate with the Owner and the Construction Manager in obtaining such Contractor certifications.

§ 12.14 The Owner and the Architect reserve the right in their respective discretion to require consolidation or any joinder of mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement, in the event the Owner or Architect, respectively, believes such consolidation or joinder is necessary.

§ 12.15 In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provisions of this Agreement shall be deemed to be void and non-existent in the event the Owner, in its discretion, determines the other party should become a party to that dispute by joinder or otherwise.

§ 12.16 In the event of mediation arising out of or relating to this Agreement, the Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located.

§ 12.17 The Architect will provide a full set of all drawings and specifications to the Owner upon completion of the Project. Further, the production of original drawings and specifications, as well as all construction bulletin drawings and specifications in both pdf and any other form reasonably requested by the Owner shall be a part of Basic Services and shall be made available to the Owner upon request at any time after they have been created regardless of whether completed. Additionally, as part of Basic Services, the Architect will assemble and deliver all field drawings and sets that are provided by the Construction Manager for the Project as part of Basic Services.

§ 12.18 The Architect, without additional cost to the Owner, shall maintain in force insurance coverage as set forth in Section 2.6. Insurance shall be either (a) occurrence-based and shall be maintained in force during the life of the Project and for a period of no less than twelve (12) months after the relevant date of Substantial Completion of the Project, or (b) claims-made and shall be maintained in force during the life of the Project and for a period of no less than seven (7) years after the relevant date of Substantial Completion of the Project. The Architect shall notify the Owner thirty (30) days in advance if the coverage becomes unavailable or if the coverage amount is substantially changed. The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage required of the Architect, which certificates shall be attached to the Agreement. The Owner shall be listed as an "additional insured" on all applicable insurances, which excludes professional liability and worker's compensation insurance policies.

§ 12.19 The Architect and Construction Manager shall provide the Owner the necessary bidding information and shall assist the Owner in the preparation of the General Conditions of the contract and the Form of Agreement Between Owner and Contractor. The referenced documents shall consist of the unabridged AIA contract forms which the Architect shall either procure from the Owner's legal counsel or modify as necessary to be consistent with this Agreement and the laws of the State of Michigan, including, but not limited to dispute resolution procedures.

The Architect shall include in bid specifications, and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) will be utilized; such contract shall be subject to the Owner's approval.

**§ 12.20** The Architect will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

**§ 12.21** The parties acknowledge that the Owner is a Michigan general powers school district and is therefore subject to legal requirements and restrictions that may not apply in the private sector.

**§ 12.22** The Architect may have provided services related to the Project prior to the date of this Agreement. The parties expressly acknowledge and agree that any such services shall be deemed governed by the terms of this Agreement regardless of when performed.

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

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

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

## 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 B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified
- ~~2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~  
~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~



- ~~3~~ 2 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ☐ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

[ « » ]

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

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

**4 Other documents:**

(List other documents, if any, forming part of the Agreement.)

« »

« AIA Document A232-2019, General Conditions of the Contract for Construction, as modified for the Project.  
Architect's Certificate(s) of Insurance

In the event of any inconsistency or ambiguity within, between, or among the various Contract Documents, the terms most beneficial to the Owner (as determined in the Owner's sole discretion) shall control.

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

Grand Ledge Public Schools

OWNER (Signature)

« »

(Printed name and title)

Modified: 8/11/25; 1:24 pm

ARCHITECT (Signature)

« »

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