

Design Services
RFQ 2023-01-1007
Fire Alarm Replacement Design at
Helen Haller Elementary School



Sequim School District #323

For further information contact:

Chris Marfori, Construction Manager, Wenaha Group
Wenaha.C.Marfori@sequimschools.org

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The Sequim School District (the District) is seeking a qualified firm to complete Design Services across the school district located at 350 W Fir Street, Sequim, WA 98382.

NOTICE TO PROPOSERS - All Qualifications shall be:

- E-mailed to Chris Marfori, Construction Manager, Wenaha Group at Wenaha.C.Marfori@sequimschools.org.
- Qualifications will be received until Tuesday, **December 12, 2023, at 2:00 p.m. Pacific time.**
- The RFQ documents may be obtained on the Sequim School District website at https://www.sequimschools.org/our_district/project_bid_opportunities or by e-mail request to Chris Marfori, Construction Manager, Wenaha Group at Wenaha.C.Marfori@sequimschools.org.

Qualifications will be evaluated based on best value to the District by on a combination of qualifications, quality of staff, design of similar projects, production capability, supervision and quality control, relationship with clients, cost estimates, budget control and schedule for the delivery of services.

The District may reject any or all Qualifications upon a finding it is in the public interest to do so and to rescind the award of any contract at any time before the execution of said contract by all parties with no liability against the District.

PROCUREMENT TIMELINE:	
<i>Thursday, November 16, 2023</i>	<i>Issue Request for Qualification (RFQ)</i>
<i>Tuesday, November 21, 2023</i>	<i>Pre-bid Walk 1:30 p.m. Pacific Time</i>
<i>Wednesday, November 29, 2023</i>	<i>Questions and comments must be submitted</i>
<i>Thursday, November 30, 2023</i>	<i>Addenda will be issued (if applicable)</i>
<i>Tuesday, December 12, 2023</i>	<i>Proposals due by 2 p.m. Pacific time</i>
<i>Tuesday, December 19, 2023</i>	<i>Intent to provide Notice of Award</i>

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response schedule will be made via addendum.

A. Project Description

Helen Haller Elementary School, located at 350 W Fir Street in Sequim, WA. The existing Fire Alarm control panels are Simplex Grinnell and are at maximum capacity. Under this project, the intent is to install a full school replacement fire alarm. The portable classrooms and main building fire alarm systems are to be included as a singular new system. There are raceways between the buildings at the school that are buried underground but may not be usable. The raceways between the portables and the main campus are new.

B. Project Team

- | | |
|-----------------------------------|--|
| 1. Owner: | Sequim School District #323 |
| 2. Owner’s Representative: | Wenaha Group |
| 3. Design: | To Be Determined |
| 4. General Contractor: | To Be Determined |
| 5. Special Inspector: | To Be Determined, Clallam County Fire Department |

C. Design Firm Qualifications

- Minimum of 10 years of experience designing fire alarm systems.
- Experience with similar projects
- Excellent verbal and written communication skills.
- Experience working with a multidisciplinary team (owner, consultants etc.)
- Experience working and coordinating with contractors and subcontractors
- Licensed as applicable for the project location.
- Experience with project requirements for public works at the project location.

D. Communications with the Owner

Proposers are required to conduct the preparation of their Qualifications with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be directed to the Owner's Representative. Do not communicate about the Project or the Procurement with any other members of the Project Team or their employees, members, elected officials, or representatives. Communication regarding the Procurement or the Project with any Project Team member, other than the designated Owner Representative may cause the firm involved to be disqualified from submitting under this Procurement.

E. Project Schedule

Time is of the essence; the proposers should propose the schedule which they are able to deliver the services. The District is targeting installation during summer break (June 2024 – September 2024), while the school is vacant. Design is targeting completion by February 2024 to allow solicitation for construction in early 2024.

F. PROPOSAL CONTENT FOR EVALUATION

This RFQ is issued in compliance with the District procurement policy and requirements. The Bidder shall complete and submit the Qualification form attached in Exhibit A and submit via email to Chris Marfori at Wenaha.C.Marfori@sequimschools.org no later than 2:00PM PST on Tuesday, December 12, 2023.

The Proposer shall provide the following information, clearly separated by tabs, in the order listed below. Each category will be scored by the number of points listed next to the information; the points listed are the maximum amount that can be given during evaluation.

1. Firm Background (10 points)

Describe your firm including ownership structure, service area, volume of design services, length of time in the industry, financial stability, and availability to the project locale. Provide evidence that the firm is licensed to provide design services in the state of Washington.

2. K-12 Experience and Past Performance (15 points)

Provide experience over the past five (5) years in similar K-12 facilities, clearly noting work performed solely and directly by proposing firm and work performed by staff while employed at a previous firm.

Provide a record of past performance on Public Educational Facility Projects, demonstrating your ability to meet schedules, control costs, and effectively administer the project to the limits required for the scope of services. For each project example provided, include the following data:

- a. Year project was started and completed
- b. Grade level(s) served
- c. Total cost of construction, and include
 - i. Construction Cost per square foot
 - ii. Total Design Costs as a percentage of construction costs
 - iii. Square foot per student
 - iv. Cost per student
- d. Project delivery method (GCCM/CMGC or Design-Bid-Build)
- e. Reference contact name and telephone number

3. Staffing Plan (10 Points)

This section should contain a detailed and specific discussion of your firm's proposed staffing plan. Include an organizational chart, description of staff roles, resumes, and other relevant biographical information as deemed necessary.

Provide an estimate of the percentage of time each team member will devote to the project during the design and construction phase.

4. Design Approach (15 points)

Provide a general discussion of your management philosophy. Include a description of your firm's involvement from the planning phase through the completion of K-12 construction projects.

Provide specific examples of your methods to ensure high quality and pragmatic design solutions utilizing inclusive, team-oriented processes.

Describe your plan to effectively provide services for the project phasing and describe the anticipated delivery schedule for service to complete all work through completed design.

5. Certification and Licensure (Yes/No)

Provide fully executed copies of certifications and licenses, including Certification of Compliance, Bidder/Proposer Residency Statement, Certificate of Non-Discrimination, and proof of Washington Business Licensure.

6. Hourly Rate Schedule (Information Only)

Provide an hourly rate schedule for each team member proposed; the intent is to proceed on a time and materials basis while sub-consultants are selected and prior to a formal agreement being in place. The hourly rate schedule provided in the proposal will be the basis for the time and materials approach.

7. Acceptance of Qualification Specifications, Terms and Conditions: The successful Proposer acknowledges and accepts all provisions within, and referenced within, this RFQ. No revision will be considered or incorporated unless the successful Proposer expressly states within their Qualification as a specific, suggested alternate term. If the proposer suggests any revision, they shall include the specific reference to the term in the RFQ, provide the proposed revised verbiage, and justification for consideration by the District. All suggestions and revisions will only be accepted if confirmed in writing by the District.

8. **Format:** Qualifications, including attachments, shall not exceed fifteen (15) single sided standard size (8 1/2" x 11") pages, minimum Calibri 12-point font.

Proposers shall e-mail the signed Qualifications, with all pages numbered, bookmarked, and combined into a single PDF document, to Wenaha.C.Marfori@sequimschools.org. Hard copy submissions or electronic formats other than PDF will not be accepted.

9. **Anti-Discrimination:** In connection with this RFQ and in the performance of any subsequent contract, Proposers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, sexual preference, and/or being physically challenged. Proposers shall take action to ensure that all applicants are treated equally during employment without regard to such status.
10. **Compliance with Applicable Laws:** In connection with this RFQ and the contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this project and the performance of the contract whether such laws are stated herein or not.
11. **Compliance with Public Works Procurement:** In connection with this RFQ and the contract, Proposers shall make themselves knowledgeable of, and comply with, all procurement regulations and procurement policies for the District. Proposers acknowledge compliance with these regulations and policies by submitting qualifications in response to this solicitation.
12. **Compliance with Applicable Codes:** In connection with this RFQ and the contract, Proposers acknowledge knowledge of applicable, adopted codes (as amended for the project location), and requirements for design defined within. Proposer will be responsible for providing a design in compliance with the applicable codes.
13. **Qualification Opening:** The Qualifications will be submitted electronically.
14. **Form of Contract:** The form of agreement shall be as shown in Exhibit C. The Proposer's Qualification will become an exhibit of the contract agreement to memorialize and incorporate the performance commitments, scope of services, qualifications, and team members into the provisions of the agreement. The document Order of Precedence will be described in the contract agreement.
15. **The District's Rights:** The District may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the work described in this RFQ.

The District reserves the right, in its sole and absolute discretion and without recourse by Proposers, to take any of the following actions:

- a. Reject any or all Qualifications;
- b. Issue a new procurement;
- c. Cancel, modify, or withdraw the RFQ;
- d. Issue addenda, supplements, and modifications to this RFQ;
- e. Modify the RFQ process;
- f. Appoint a selection committee and evaluation teams to review RFQs and seek the assistance of outside technical experts in the response evaluations;
- g. Hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the responses;

- h. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses;
- i. Waive irregularities in responses;
- j. In the negotiations for the contract with the selected proposer to change the dates for performance from that set forth in Section III hereof; and/or
- k. Refuse to issue a contract at all.

The District is not obligated to enter any contract, and under no circumstances shall it have any obligation to pay for any costs or expenses incurred by any Proposer in the preparation or submission of a response to this RFQ or in anticipation of a contract.

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, attending briefing(s), providing supplemental information, and all subsequent costs and expenses. By submitting a response to this RFQ, a Proposer disclaims any right to be paid for such costs by the District or anyone else.

- 16. **Investigation:** The Proposer shall make all investigations necessary to understand the scope of the work, the Qualification documents, and existing conditions to provide the complete scope of work including protection of the existing elements to remain from damage during the performance of this work.
- 17. **Late Qualifications:** Qualifications received after the time and date set for Qualification closing will not be considered for award. Delays in electronic transmission are the responsibility of the proposer. The official clock will be the clock on the laptop computer utilized by Chris Marfori as documented by the receipt time attached to the email submission through the MS Outlook program.
- 18. **Mistakes, errors, and omissions in solicitation:** Any mistakes, errors and omissions in this solicitation must be reported immediately to the District. At the District's discretion, notifications for mistakes, errors, and omissions provided **after** the deadline for submission of proposals may result in disqualification of the submission.
- 19. **Publicity:** News releases relating to this RFQ will not be made without prior approval by, and in coordination with, the District.
- 20. **Written Questions, Comments and Addenda, Rules of Contact:** Questions and comments pertaining to this solicitation must be submitted in writing via email, according to the Qualification and Award Timeline to: Chris Marfori, Construction Manager, Wenaha Group, Inc., Wenaha.C.Marfori@sequimschools.org. Addenda to this RFQ will be posted at https://www.sequimschools.org/our_district/project_bid_opportunities.
 - a. Questions and comments must be submitted **no later than 2:00 PM, Pacific time, on Tuesday, November 29, 2023**.
 - b. Final Addenda to this RFQ will be issued **no later than November 30, 2023**, to allow information to be incorporated into submissions.
 - c. The District reserves the right to issue addenda at its discretion, up till the period noted above.

- d. All bidders shall review issued Addendum(s) and must acknowledge receipt and inclusion of the Addendum(s) on the Qualifications Submission Form. Failure to acknowledge Addendum(s) may result in disqualification of the submission.

G. EVALUATION AND SELECTION PROCESS

The proposals shall be subjectively evaluated by the Evaluation Committee with points assigned based upon the criteria in this RFQ. Those proposals submitted that do not meet mandatory requirements outlined in this RFQ will not be evaluated.

The role of the Evaluation Committee shall include a complete review of all documents submitted. The committee will invite recommended finalists for interviews based solely upon its evaluation of the selection criteria. The Evaluation Committee, at its sole discretion, may forego the interview process for a written, follow-up clarification response.

The Evaluation Committee will forward a recommendation for selection to the District's Board of Director's for consideration of award. Selection of the successful firm (or firms) will be entirely at the discretion of the District, and the District reserves the right to waive minor irregularities in the selection process and to reject any and all proposals.

Evaluation Committee members shall not be contacted or solicited by any firm or individual submitting proposals during the proposal solicitation and review process, with the exception of the facilitator in accordance with the directions herein.

H. Scope of Services

It is anticipated the selected firm will provide a comprehensive menu of planning, design, and construction administration services throughout the lifespan of the project. The Scope of Services listed herein is provided to establish a general understanding of the project requirements. The actual scope of service will be finalized during fee/contract negotiations. The District expects that representative(s) of the management firm, partnership, or individual will develop and maintain a cooperative team approach with all other parties associated with the project throughout all phases of the work. The successful proposer will be required to produce complete construction documents in accordance with the project timeline.

1. **Project Assessment/ Preliminary Design Phase** - Work may include, but is not limited to, the following:
 - a. Meet with District Staff and Representatives, including but not limited to the assigned District Project Manager and school/district staff to review specific facility and program needs at a particular school.
 - b. Meet with various District departments including but not limited to: Superintendent, Building Administration, Information Technologies and Security.
 - c. Investigate and review applicable Federal, State, Local, and District standards, codes, and regulations pertaining to the proposed Project and identify design issues relating to functional opportunities, needs, directives and constraints imposed thereby. Such investigations shall include, but not be limited to, energy, historic, and others who may have jurisdiction over or impact on the projects.
 - d. Thoroughly research and document existing conditions both in the facilities and on the site at a particular school.

- e. Arrive at an “Agreed-upon” prioritized Scope of Work.
 - f. Submit the Project Assessment package in a report form that will include schematic level drawings and outline specifications.
 - g. Reconcile each Construction Cost Estimate (provided by others) with District’s Construction Cost Budget. Where the Cost Estimate exceeds the Construction Cost Budget, Consultant shall at its sole expense provide design scenarios with associated costs that will bring the Construction Cost Estimate within the Budget.
 - h. Participated in the district’s CPARB process associated with its GCCM intent for one or more of the packages, if applicable.
- 2. Schematic Design Development through Construction Documents Phase** - Work may include but is not limited to the following:
- a. Provide life-cycle cost analysis and other pertinent information as required for the District to make critical decisions on major building systems.
 - b. Facilitate a collaborative process to gain design input and feedback from project stakeholders.
 - c. Prepare design phase documents (SD, DD, CD) for submittal and District review in accordance with agreed schedule.
 - d. Work in close coordination with Contractor(s) and Project Manager to keep project within agreed budget.
 - e. Provide a CD design package that is a fully coordinated and complete set of contract documents.
 - f. Participate in review of contract documents with the Project Manager, School District, local Fire Marshall, facilities permit inspector and representatives of other State or Local agencies as needed.
 - g. Develop the Scope of Work for the District to initiate surveys and geotechnical work as required.
 - h. Reconcile each Construction Cost Estimate with District’s Construction Cost Budget. Where the Cost Estimate exceeds the Construction Cost Budget, Consultant shall at its sole expense provide design scenarios with associated costs that will bring the Construction Cost Estimate within the Budget.
- 3. Contractor Procurement Phase** - Work may include but is not limited to the following:
- a. Response to bidder questions regarding design.
 - b. Advising the District of impacts to design and costs regarding design bid questions.
 - c. Providing explanations and support for assessing Construction estimates in relation to the Designer’s Construction Cost Budget.
 - d. Assist District in providing Addenda to the bid regarding design clarifications.
- 4. Construction Phase** - Work may include but is not limited to the following:
- a. Participate in:
 - I. Construction administration, including review of submittals.
 - II. Attendance at Weekly on-site or virtual meetings.
 - III. Preparation and implementation of District approved change orders, with drawings if applicable.
 - IV. Respond to requests for information (RFIs).
 - V. Review of contractor payment requests, and attend construction meetings, as required.

- VI. Perform the project close-out tasks, which will include the preparation of punch lists, the review of warranties and guarantees, and the review and approval of final contractor payments.
5. **Post Construction and Close Out Phase** - Work may include but is not limited to the following:
 - a. Facilitate an efficient and thorough punch list process.
 - b. Assist as necessary for timely resolution to any warranty issues.
 - c. Submit to the District a "Record" set of documents. This will include incorporation of the Construction.
 - d. Review Contractor's marked up documents showing changes made through the course of construction and submitting final "As-Built" drawings to the District in both bookmarked PDF format and an editable "AutoCAD.dwg." Also provide a final specification document in word and pdf formats.
 6. **Other Services** - Work may include but is not limited to the following:
 - a. Assist the District in coordination, research, report preparation, and other tasks required for project execution.
 - b. Assist the District in communicating with its staff, community, committees, and news media to enhance understanding and develop ongoing support for the projects.
 - c. Integrate District provided low voltage systems into Construction Drawings as applicable to selected contractors.

Proposers shall not contact any the District staff members, elected officials, representatives, or members during the selection process.

If, in the District's opinion, additional information or interpretation is necessary, such information will be supplied in the form of Addenda. Addenda shall have the same binding effect as though contained in the main body of the Request for Qualifications. The successful Proposer shall acknowledge Receipt of all addenda issued, either with the Qualification, or separately, in writing, prior to the time and date set for Qualification closing. Addenda shall be sent within a reasonable time to allow prospective proposers to consider them in preparing their Qualifications.

ORAL INSTRUCTION OR INFORMATION CONCERNING THE REQUEST FOR QUALIFICATIONS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE DISTRICT TO PROSPECTIVE PROPOSERS SHALL NOT BIND THE DISTRICT AND SHALL NOT BE RELIED UPON.

The District employees or agents, including the Selection Committee, shall not be contacted once the RFQ is issued and until a final selection and award is made.

**Exhibit A – Qualifications Submission Form
RFQ 2023-01-1007**

*Responses to the Request for Qualifications must contain a signed scan of this page
as the first pages of the PDF.*

Firm Name: _____

The Undersigned offers and agrees to provide Design Services for the Fire Alarm Replacement at Helen Haller Elementary School including, but not limited to the work described within this RFQ and its attachments (including addendums acknowledge below) in compliance with the requirements of these same documents and the requirements of all Authorities Having Jurisdiction.

The Proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other no-job-related factors.

Washington License Number: _____

Expiration Date: _____

Proposer Confirms Professionally Licensed in Washington State: _____ (yes/no)

1. Has your firm ever been disqualified by a public entity from bidding or proposing on a project? _____ (yes/no). If the answer is yes, explain the circumstances, project, contracting agency and date. State then reason for disqualification and if the disqualification has ended. Attach the explanation on a separate sheet to this form.
2. Has your firm ever been terminated from a public contract? _____ (yes/no). If the answer is yes, explain the circumstances, project, contracting entity and date. State then reason for termination. Attach the explanation on a separate sheet to this form.
3. Has your firm ever been involved in litigation involving a public contract? Has a claim been made against any payment or performance bond taken out by your firm? Has a legal claim been made against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a construction contract? _____ (yes/no). If the answer is yes, provide a full explanation on a separate sheet entitled "Claims".
4. I acknowledge receipt of the following Addendum(s):

Number	Date
--------	------

-
5. I acknowledge the form of contract (modified AIA B101-2017) and, if awarded the work, will execute the agreement included in the RFP without modification, or have identified specific revisions for consideration by the District.
 6. The proposer is a bona fide DBE contractor(yes/no): _____.
If yes, include copy of documentation to evidence to show qualification under the provider designation as appropriate. Documentation will not count toward response page limit.
 7. List all consultant provided attachments to this proposal. Attachments will not count toward response page limit. Include dates on attachments for reference:

Firm Name (legal): _____ Phone: _____

Firm DBA (if applicable): _____

Address: _____

Prepared By (print): _____ Title: _____

Signed: _____ Date: _____

This form must be signed in ink and returned with the Proposal. Digital Signatures will not be accepted. By signing this Proposal, signer confirms that they are authorized by the firm accordingly.

Exhibit B
RFP 2023-01-1007

SCOPE OF WORK CLARIFICATIONS

1. The intent of the design services is to provide design documents necessary for the solicitation of contractors for the replacement of the fire alarm system. The intent is to provide documentation which can then be utilized to assure competitive bidding without specifying or mandating a single source manufacturer.
2. Provide complete design service, inclusive of all necessary disciplines, to allow construction of the project. Design shall include ceiling and wall repair, electrical, fire alarm or other affected installations as necessary to obtain permitting and sign-off of the project by the Authority Having Jurisdiction (AHJ).
3. Proposer is responsible for providing specifications and drawings for all scopes of work. Floor plans, in DWG format, will be provided by the District. Drawings will be professionally stamped for permitting as required by the AHJ.
4. Proposer is responsible for reviewing contractor submittals. Submittals shall be presented to the District for review and acceptance of all operation elements prior to procurement.
5. Project is for a complete replacement and demolition of the existing Simplex Grinnell fire alarm system in the four (4) main school buildings as well as the five (5) portable classroom buildings with a digital, addressable fire alarm system capable of being expanded at least 25%.
6. Examine and review existing installation in the portable buildings and owner program.
7. Administer all necessary coordination meetings for the design process. Coordinate all installations with the District to prevent conflict with school operations.
8. Attend Owner, Architect, Contractor weekly meetings and construction kick-off meetings.
9. Comply with Washington State, Clallam County, City of Sequim or other Authorities Having Jurisdiction's adopted codes and regulations as applicable for the project.
10. Provide a deliverable schedule of work prior to starting work showing the planned work and the anticipated construction duration.
11. Dictate and review all testing, field reports, manufacturer reports, or other required field installation reporting as required by the specifications or manufacturer guidelines. Review shall be for compliance with the project requirements.
12. Proposer shall submit pay applications once a month for completed work. Values shall be reviewed by the District for concurrence of completion. At no time shall billing percentage exceed progress of the design or installation, except with prior approval by the District.

13. Proposer shall submit to background checks and fingerprinting of personnel for access to school building as determined by the District. This time shall be included in the project.
14. Washington State Sales Tax is to be excluded from proposals. This will be added to the contract value of the successful proposer as applicable.

Exhibit C

DRAFT AIA[®] Document B101[™] - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «XX» day of «XXXX» in the year «202X»
(In words, indicate day, month and year.)

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

Sequim School District No. 323
503 North Sequim Avenue
Sequim, Washington 98382

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

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

The Project consists of the following:

XXXXXXXXXXXX

These components are further described in the respective Requests for Architect and Engineer Qualifications issued by the District on or around XXXX, 202X.

The Owner and Architect agree as follows.

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

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

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EXHIBIT A FEE PROPOSAL

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EXHIBIT F REQUEST FOR QUALIFICATIONS

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.)

§ 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.)

The Project consists of the follow:

XXXXXXXXXXXXXXXXXXXX

These components are further described in the respective Requests for Architect and Engineer Qualifications issued by the District on or around October 20, 2021.

§ 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.)

The Owner's preliminary budget for the Construction Cost of Work is approximately \$XXXXXXXXXXXX

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

.1 Design phase milestone dates, if any:

The preliminary schedule is that the Schematic Design phase will be completed by XXXXXX, 202X; the Design Development phase will be completed by XXXXXX, 202X; and the Construction Documents phase will be completed by XXXXXX, 202X.

.2 Construction commencement date:

Construction is anticipated to commence on XXXXXXXXX.

.3 Substantial Completion date or dates:

Substantial Completion is anticipated to occur by XXXXXXXXX.

.4 Other milestone dates:

Final Completion is anticipated to occur by XXXXXXXX.

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

The Project will be constructed using the design-bid-build delivery method.

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

N/A

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

Superintendent and/or Business Manager
Sequim School District No. 323
503 North Sequim Avenue
Sequim, Washington 98382
(360) 582-3260

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

Chris Marfori, Wenaha Group, Inc.
505 S 336th Street, Suite 630
Federal Way, Washington 98003

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

.1 Construction Management:

Chris Marfori
Wenaha Group, Inc.
505 S 336th Street, Suite 630
Federal Way, Washington 98003
(253) 389-3436
Wenaha.C.Marfori@sequimschools.org

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

Low-voltage design by Sequim School District.

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

XXXXXXXXXX

.2 Mechanical/Electrical/Plumbing Engineer:

XXXXXXXX

.3 Other Engineers (as necessary):

§ 1.1.11.2 Consultants retained under Additional Basic Services:

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

Owner and Architect acknowledge that Owner has retained Wenaha Group, Inc., a Washington corporation (hereinafter "Wenaha"), as a consultant for purposes of coordinating construction of the Project pursuant to a separate written agreement, and that Wenaha will be the designated point of contact between Owner and the Architect for purposes of services provided by Architect pursuant to this Agreement.

The Architect's Basic Services include coordinating and attending meetings with District staff to gather information and ideas from appropriate stakeholders. Initial meetings should occur in the earliest stages of design. The ideas and suggestions generated in these meetings will be considered, and if accepted by the Owner, implemented by the Architect in the design. The Architect will include a staff member of Wenaha and/or the Owner in all stakeholder meetings. The Architect will also inform the Owner of all communications between the Architect (including its

consultants) and stakeholders, and will present all design drawings, sketches, product information, and specifications to the Owner for review and comment prior to the presentation to stakeholders.

§ 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 the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 BUILDING INFORMATION MODELS

§1.3.1 The Construction Documents shall be two-dimensional plans and specifications printed and delivered in hard copy or transmitted electronically in a format that will not allow modification of such Construction Documents. 3D Building Information Models (BIM) are not required by the Owner for this project.

§1.3.2 Any use by Architect or its consultants of Revit or other 3D-modeling software shall be for Architect's own internal design and coordination purposes. Owner acknowledges that Architect's Revit model, or other 3D-model, shall not be set-up, developed, or maintained for other purposes.

§1.3.3 If requested by Owner, Architect shall provide its Revit or other 3D-model to Owner or its Contractor, Subcontractors, Consultants, or other third parties, but only subject to Architect's standard Electronic Document Release executed by Owner and the receiving party, or subject to a written BIM Execution Plan agreed to by all parties that may receive Architect's model. Any modifications by Architect to the Revit or 3D models provided to Owner or its Contractor, Subcontractors, Consultants, or other third-parties, or any technical assistance with such models, shall be provided as an Additional Service or subject to a written amendment to this Agreement that describes the scope and limitations of such service.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals to the extent required by law.

§ 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 ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which person is identified in Section 1.1.10.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability insurance, including (a) bodily injury (including death) in the amount of no less than \$2,000,000 combined single limit and (b) property damage in the amount of no less than \$2,000,000 per occurrence (deductible of up to \$25,000 permitted).

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability (Washington Stop-Gap) with policy limits not less than One-Million Dollars (\$ 1 million) per occurrence.

§ 2.5.6 The Architect will secure and maintain for six (6) years after the date of Substantial Completion of the Work professional errors and omissions insurance in an amount no less than Two-Million Dollars (\$2,000,000) per claim and Two-Million Dollars (\$2,000,000) aggregate (deductible of up to \$100,000 permitted) for damages that may result in any way from the negligent performance of the Architect's obligations under this Agreement. The Architect shall promptly notify the Owner of any interruption or termination of this insurance. The Architect shall contractually require its consultant of any tier to maintain professional errors and omissions insurance in an amount of at least fifty (50) percent of the above amount, unless otherwise agreed by the Owner. If professional errors and omissions insurance is not reasonably available for a class of consultants, or reasonably available in the future to the Architect, the Architect must so notify the Owner immediately.

§ 2.5.7 Additional Insured Obligations. All such insurance shall be placed with such insurers and under such forms and limits of policies as are reasonably acceptable to the Owner. The Architect shall name the Owner and its directors, officers, employees, and agents as additional insureds on its Commercial General Liability and Automobile liability policies. Within fourteen (14) days of execution of this Agreement, the Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirement in Section 2.5. The certificates shall show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, umbrella, and excess policies. Such certificates of insurance shall have additional insured endorsements attached (including renewal or replacement certificates) acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The certificates shall further certify that the policies will not be cancelled or materially changed by either party without giving thirty (30) days' prior notice of such cancellation or change to the Owner. The Architect shall have completed operations coverage. The foregoing requirements as to insurance and acceptability to the Owner of insurers shall not in any manner limit or qualify the liabilities or obligations assumed by the Architect under this Agreement. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6 The services shall result in a Project Design consistent with the Owner's program. At the time of performance, the Architect shall be properly licensed, registered, equipped, organized, and financed to perform the services. A principal member of the Architect's firm shall act as the account executive and shall be actively involved in all phases of the Project, and the Architect's representatives shall not be changed without the Owner's consent. Each person who performs the services shall be experienced and qualified to perform the services he or she performs, and the Owner shall be entitled to rely upon any assistance, guidance, direction, advice, or other services provided by any such person. If requested by the Owner, the Architect shall remove from the services, without cost to the Owner or delay to the Project, any person whose removal the Owner reasonably requests.

§ 2.7 The Architect shall, at no cost to the Owner, promptly and satisfactorily correct any services that are defective or not in conformance with the requirements of this Agreement. The obligation of the Architect to correct defective or nonconforming services shall not limit any other obligations of the Architect and is in addition to any and all other rights and remedies available to the Owner under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the Owner to make any correction of defective or nonconforming services.

§ 2.8 The Architect shall comply and shall contractually require that the services of all the Architect's consultants of any tier comply, with the Standard of Care in the application of applicable federal, state, and local laws, regulations, codes, and orders in existence at the times when services are rendered. In the event of a conflict between laws, codes, and regulations of various governmental authorities having jurisdiction over the Project, the Architect shall promptly notify the Owner of the nature and impact of the conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve the conflict. It is understood that various codes and regulations, including but not limited to the ADA, are subject to varying and sometimes contradictory interpretation.

§ 2.9 The Architect shall be and operate as an independent contractor in the performance of the services and shall have control or responsibility for all personnel performing the services. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between or among the parties to this Agreement or their affiliates or subsidiaries. The Architect shall perform the services in accordance with its own methods in an orderly and professional manner. In no event shall the Architect be authorized on behalf of the Owner to: create any duties or obligations; enter into any agreements or undertakings; waive any provisions of the Contract Documents; receive or accept notice under the Contract for Construction on behalf of the Owner; execute any Certificate for Payment, Change Order, or other document; authorize any payments or accept or approve any documents, work, services, goods, or materials that result in a change in the Contract Sum or Contract Time without prior written approval of the Owner; or act as or be an agent or employee of the Owner.

§ 2.10 The Architect shall engage consultants qualified by training and experience in their respective fields to address the requirements of the Project. Any subcontracting of the services shall not relieve the Architect from its responsibility for the performance of the services in accordance with the terms of this Agreement nor from its responsibility for the performance of any of its other obligations under this Agreement. The Owner shall review and approve the Architect's selected consultants before the Architect contracts with such consultants. Upon request by the Owner, the Architect shall furnish the Owner with a copy of the Architect's contracts with its consultants. These contracts shall contain no limitation of liability unless approved in writing by the Owner, and the dispute resolution provisions of these contracts shall be consistent with the terms of this Agreement. The Architect shall provide to Owner for review a written list of those consultants retained at the Architect's expense and those consultants who shall provide Additional Services. Any such consultants shall be subject to Owner's approval, which shall not be unreasonably withheld.

§ 2.11 The Architect hereby agrees to indemnify and hold harmless the Owner, Wenaha, their successors and assigns, and the directors, officers, and employees of each of the foregoing ("Indemnified Parties"), from and against:

- any and all claims of third parties; and
- losses, harms, costs, liabilities, damages, and expenses (including, without limitation, attorney's fees) arising out of or resulting from such claims of third parties

to the extent that they are caused by the intentional or negligent actions or inactions of the Architect and/or any of its subcontractors or consultants of any tier, their respective successors and assigns, the directors, officers, employees, and agents of each of them, or anyone acting on the Architect's behalf in connection with this Agreement or its performance. This indemnification and hold harmless includes, but is not limited to, reasonable attorneys' fees incurred on such claims to the extent that such claims were caused by the Architect's and/or its agents', consultants', or employees' negligence or intentional actions, and in proving the right to indemnification. The Architect shall not, however, be required to so indemnify and hold harmless any of the Indemnified Parties against liability for damages to the extent caused by or resulting from the sole intentional or negligent acts of the Indemnified Parties.

If such claims, losses, harms, costs, liabilities, damages, or expenses are caused by or result from the concurrent negligence of the Indemnified Parties or any third-party for whom the Architect is not responsible, and of the Architect and/or its agents, consultants, or employees, the Architect's indemnity hereunder shall be limited to the extent of the negligence of the Architect and/or its agents, consultants, or employees.

§ 2.12 The Architect will provide all notices and information required to be provided to the Owner and to the construction management consultant designated by the Owner, unless otherwise provided herein.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and otherwise in this Agreement and shall include usual and customary structural, mechanical, electrical, and other engineering services necessary to produce a reasonably complete and accurate set of Construction Documents. Services not set forth in this Article 3 or otherwise in this Agreement are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by its consultants and by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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 approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction, for milestones, for cost estimates and design services, and for Substantial Completion of the Work as set forth in the Initial Information or this Agreement. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities, including to comply with the requirements of the WSSP when applicable.

§ 3.1.6 The Architect shall prepare and file appropriate Instruments of Service and assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect will assist the Owner in connection with the Owner's responsibility for submitting certain documentation to the Office of the Superintendent of Public Instruction (OSPI), as applicable. The Architect shall have primary responsibility for submitting Construction Documents to applicable authorities with jurisdiction over the Project; coordinating and attending meetings with authorities having jurisdiction over the Project; and assisting the Owner with its application for and coordination of all necessary land use and building permits. As part of Basic Services, the Architect shall make all revisions to the Construction Documents required by state, local, and other authorities with jurisdiction over the Project.

§ 3.1.7 As a part of the Basic Services, the Architect shall work closely with the Owner in value engineering of major building systems, with final selection of systems to occur prior to the start of the Construction Documents Phase.

§ 3.1.8 Architect shall prohibit any of its employees from working at any school within the Owner's school district who has contact with students at said school during the course of his or her employment and who has pleaded guilty to or been convicted of the crimes enumerated in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the Owner to immediately terminate this Agreement.

§ 3.1.9 The Architect shall comply with all applicable federal, state, and local statutes, regulations, and codes, including but not limited to Chapter 49.60 RCW, the Washington Law Against Discrimination.

§ 3.1.10 The Architect shall evaluate the Owner's program, schedule, and construction budget and provide suggestions to the Owner for phasing of the work, separate procurement, and construction packages, if required.

§ 3.1.11 Additional specifics of the Architect's scope of services are described in the Request for Qualifications incorporated by reference herein as Exhibit F. In the event of a conflict between the scope of services in Exhibit F and this AIA B101-2017 as modified, this document shall control.

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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 shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

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

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

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

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

§ 3.2.8 The Schematic Design Documents shall include as applicable:

- .1 Studies of the site plan, floor plans, and elevations (including floor to floor dimensions), which shall be sufficient to indicate site topography, plan arrangements (including all rooms and areas, entrances, exits, elevators, corridors, toilet rooms, and major mechanical and electrical areas), and the general scope and character of the Project;
- .2 A summary of the total net and gross areas of the affected building(s);
- .3 Schematic plans and studies and design analyses of the mechanical, electrical, civil, landscape, and structural systems, including all design disciplines;
- .4 An analysis of surface water, parking, setbacks, street improvements and access, and other zoning and land use issues;
- .5 An identification of utility locations based upon site surveys and other known information; and
- .6 A description of possible alternates.

§ 3.2.9 During this phase, the Architect shall meet with applicable building and planning officials; the fire marshal; health officials; gas, power, water, and sewer providers; and potential staff and neighborhood community groups, and the consultants of any of them, as required.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical

and electrical systems, and other appropriate elements. The Design Development Documents shall also include specifications that identify major materials and systems and establish, in general, their quality levels.

The Design Development Documents shall include when applicable:

- .1 A proposed time schedule for the Project through Final Completion. This will identify all phasing and
- .2 Confirmation of the net and gross areas of the building.
- .3 Outline specifications in C.S.I. format:
 - (1) Architectural – revised and expanded general description of the construction, including interior and exterior finishes, types, and locations of acoustical treatment, typical and special floor coverings;
 - (2) Mechanical – description of the heating and ventilation systems and controls, duct and piping systems;
 - (3) Electrical – description of electrical services, including voltage, type, and number of feeders, and lighting system and levels;
 - (4) Civil – earthwork, sitework and utility connections if applicable; and
 - (5) Landscape – planting plan and irrigation if applicable.
 - (6) Architectural Drawings:
 - a. Floor plans including space assignment, sizes and location of installed or fixed and moveable equipment that affects the design of the spaces;
 - b. Elevations, including exterior design elements and features, such as windows, materials, roofing and mechanical and electrical features on walls, and interior elevations establishing the Owner’s functional requirements, equipment, and systems locations; and
 - c. Building and wall sections, including floor-to-floor dimensions, materials, openings, and major features.
 - (7) All specifications shall have a basis of design but cannot dictate sole sources, proprietary materials except where needed to match surrounding, existing installations.
- .5 Structural Drawings:
 - (1) Plans and sections to show the extent and type of foundations and framing, and
 - (2) Details and notes to show the structures conformance to the provisions of applicable codes.
 - (3) Coordinated design with elevator consultant showing support structure for mechanical units or clear identification of Contractor-provided design responsibilities.
- .6 Mechanical Drawings:
 - (1) Plans showing single-line layouts with approximate sizing of major duct and piping systems on architectural plan backgrounds, and space assignment, sizes, and outline of central heating, cooling, and ventilation requirements; and
 - (2) Section through critical areas and corridors, showing coordination of architectural, structural, mechanical, and electrical elements;
 - (3) Details identifying clearances from architectural components, connections to equipment tied to the mechanical systems, controls parameters and performance requirements, and seismic and vibration requirements.
- .7 Electrical Drawings:
 - (1) Plans showing space assignments, sizes, and outline of fixed equipment such as transformers, switch gear, and generator sets;
 - (2) Typical lighting layout coordinated with the established ceiling system where necessary for modifications; and
 - (3) Layout for power, roof penetrations, mounting, line voltage controls device locations and fire alarm.
- .8 Civil Drawings:
 - (1) Site plan;
 - (2) Grading plan; and
 - (3) Utility plan;
- .9 Landscape Drawings:
 - (1) Site landscaping plan;
 - (2) Planting plan; and
 - (3) Irrigation plans.

In addition, there will be separate Design Development Documents for the site plan and an update to any required analysis of surface water, parking, setbacks, street improvements and access, and other zoning and land-use issues if

necessitated by the scope of the design.

§ 3.3.2 The Architect, in conjunction with any Contractor selected (if applicable), shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Before the Architect proceeds with the Construction Documents phase, the Architect shall present its design to the Owner, and the Owner must approve in writing completion of the Design Development Phase.

§ 3.3.4 During this phase, the Architect shall meet with the Owner's maintenance staff, applicable building and planning officials, electricity, natural gas, water, and sewer providers, the fire marshal, health officials, and its consultants as required. The Architect shall also meet with the Owner at least biweekly (every other week) or as required to facilitate the completion of the design. The agenda of these meetings shall be determined by the Architect as appropriate to the stage of design and will include topics of specific interest or concern, such as budget, schedule, and permits.

§ 3.3.5 The Architect and its consultants shall participate in value engineering review by meeting with the value engineering consultants, briefing the Owner, answering their questions, and meeting with the Owner to determine the advisability of any recommended changes in the Architect's design documents. The Architect shall make such changes as the Owner directs after such consultation. Except for the correction of errors, omissions, or conflicts in the Contract Documents prepared by the Architect, the Architect shall be paid for such Owner-directed changes as an Additional Service.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of coordinated Drawings and Specifications setting forth in detail the coordinated requirements for construction of the Project, the quality levels and performance criteria of materials and systems, and other requirements for the construction of the Work. The Architect shall incorporate the requirements of any commissioning consultant into the Contract Documents at no cost. The Owner and Architect acknowledge that, in order to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- .1 The Construction Documents in a ninety (90) percent complete condition shall be provided to the Owner at least fifteen (15) days prior to the first planned bidding advertisement date. The Owner shall provide its comments within ten (10) days of receipt.
- .2 The Architect shall provide a draft of the proposed "front-end documents" (applicable portions of Division 0 and Division 1 of the Project Manual) to the Owner, who shall provide the Contract for Construction and Instructions to Bidders.
- .3 The Owner may retain constructability-review services at ninety (90) percent completion. The Architect and its consultants as a part of Additional Basic Services shall participate in the constructability review process by briefing the consultants, answering their questions, and meeting with the Owner's representatives and consultants to determine the advisability of changes in the Architect's Construction Documents as recommended by the consultants. The Architect shall make reasonable changes as the Owner directs after such consultation as an Additional Service.
- .4 The Construction Documents shall, subject to the Standard of Care, comply with applicable federal, state, and local laws and regulations and shall set forth sufficient information to provide proper guidance for all divisions of the Work.
- .5 If required for the Project pursuant to OSPI regulation, WAC 392-344-100, the Architect shall "certify to the superintendent of public instruction that to the best of [its] knowledge the construction documents are in compliance with the provisions of the state building code, chapter 19.27 RCW and any and all other pertinent state and local statutes relating to school building construction." The Owner's review of the Construction Documents shall not relieve the Architect of its responsibility for their accuracy and completeness.
- .6 At a minimum, all architectural plans with their respective structural, mechanical, and electrical

utilities shall be submitted on CAD in the Windows version of AutoCAD or Revit and shall be provided to the Owner in the electronic medium that the Owner specifies. The Architect may remove its title block and professional seals from any plans and specifications provided to Owner in electronic medium that allows for modification, and such documents are not Contract Documents or otherwise meant for construction. In addition, all schedules and schematic diagrams should also be included.

§ 3.4.2 During this phase, the Architect shall respond to comments from building and planning officials and meet with the Owner and its consultants. The Architect shall, as appropriate, also submit to building, health, water, and sewer districts, electricity and natural gas providers, and similar agencies and utility providers having jurisdiction. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall be responsible as part of its Basic Services and Additional Basic Services (with the assistance of the Owner) for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project, including OSPI, if applicable. The Architect shall be responsible for making changes in the Construction Documents required by the governmental authorities at its expense, except where such required changes are inconsistent with the previous direction from the same governmental agency or between two governmental agencies.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

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

§ 3.4.6 The design documents are subject to approval by governmental authorities having jurisdiction. The Architect and its consultants shall make themselves available, as reasonably necessary, to discuss with and explain to these entities the Construction Documents and to respond to their concerns regarding the same. If a governmental authority having jurisdiction disapproves any design document during the permitting process or Construction Phase, the Owner and the Architect shall endeavor to expeditiously modify the disapproved documents at issue in a manner that responds to its reasons for disapproval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) developing solicitation documentation; (2) reviewing and responding to questions during solicitation of the Project; and (3) reviewing of bids in comparison to the engineer's estimate.

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the compilation of Bidding Documents to provide to prospective bidders;
- .2 co-organizing and conducting a pre-bid conference for prospective bidders with the Owner;
- .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,
- .4 Attending the opening of the bids, and subsequently assisting in documenting and distributing the bidding results, in conjunction with the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as part of the Basic Services, consider requests for substitutions and prepare addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 The Architect shall provide the Bidding Documents in a format to be available electronically to prospective bidders at no cost to the Owner and facilitate collection of payment from prospective bidders for printed copies of the Bidding Documents covering the costs of said reproduction. The Architect shall assist in preparing the required advertisements for bids and shall provide necessary bidding documents for reproduction by the Owner's printer. The Architect shall prepare necessary addenda, attend the pre-bid conference and bid opening, review tabulation of the bids, and generally assist in evaluating the bids regarding the overall Project budget. The Architect shall provide the Owner with a Bid Tabulation form on request.

§ 3.5.2.5 The Architect shall consider requests for substitutions, submit substitutions for the Owner's consideration, and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall not approve substitution request during bidding or after contract award unless written permission from the Owner is obtained.

§ 3.5.2.6 The Architect shall in a timely manner prepare responses to questions from prospective bidders and provide written clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall assist the Owner in providing administration of the Contract between the Owner and the Contractor as set forth below and in revised AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner will modify AIA Document A201–2017, but those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall be a representative, but not an agent, of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. Notice to the Architect by third parties shall not be deemed notice to the Owner. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment for the entire Project (in conjunction with any construction-management consultant used by Owner, as applicable). The Basic Services shall continue, however, for services associated with Section 3.6.6.5.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site and issue reports monthly (which shall be increased as needed at no expense to the Owner to the extent design issues create such a need). The Architect shall visit the site for weekly Construction Progress Meeting, while the Work is in progress, at intervals appropriate to the stage of construction, or as otherwise required in this Agreement, including Section 4.2.3, to become generally familiar with and keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the Contractor's construction schedule. The Architect shall review the Contractor's as-built drawings and shall report to the Owner known deviations from the Contract Documents. Review of Contractor's as-builts does not make the Architect responsible for ensuring that the Contractor's as-builts are accurate or complete; Architect is entitled to rely on the information provided by the Contractor, except that Architect shall report known deviations in the as-built documents to the Owner. The Architect shall contractually require its consultants to visit the site as appropriate to the stage of construction or as otherwise agreed by the Owner and the Architect in writing to observe the site and Work; to become familiar with the progress and quality of the work completed; and to determine if the Work is proceeding in accordance with the intent of the Contract Documents and with the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall document and keep the Owner reasonably informed about the progress and quality of the portion of

the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall promptly provide the Owner with written reports of any field observations and review and comment on meetings with governmental authorities having jurisdiction or with the Owner's consultants.

§ 3.6.2.2 The Owner has the authority to reject Work that does not conform to the Contract Documents. The Architect shall recommend to the Owner rejection of Work that does not conform to the Contract Documents. The Architect shall communicate the Owner's decision regarding rejection of Work to the Contractor. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner 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. The Architect's coordination and review of such additional testing or inspections, except environmental testing, is part of Additional Services. The Owner shall furnish all tests, inspections, and reports that are required by law or by the Contract Documents or that the Owner has previously approved in writing, without waiving its right to reimbursement from the Contractor. However, neither this responsibility of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. The Architect, or its applicable Consultant, shall take the lead role with code agencies in resolving questions, interpretations, and conflicts between review by a governmental agency having jurisdiction and its inspection as related to design issues.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Upon the Owner's request, the Architect shall provide written advice within ten (10) business days on Claims, disputes, or other matters in question between the Owner and the Contractor as provided in the Contract Documents relating to the physical execution or progress of the Work or the interpretation of the Drawings or Specifications as provided in the Contract Documents. Such interpretations shall not be attributable to the Owner.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review submittals within five (5) days of receipt from the Contractor unless otherwise agreed between the Contractor, Architect and Owner in writing. Review will consist of attempting to identify inconsistencies and discrepancies between submittals and the requirements of the Contract Documents, and take appropriate action upon; the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall not change the Contract Documents, the Contract Sum, or Contract Time through a response to a submittal or a Request for Information, but only through a Change Order or Construction Change Directive signed by the Owner. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Only submittals required by the Contract Documents will be reviewed. All others shall be returned to Contractor without action. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not approve substitution requests unless written permission from the Owner is obtained.

§ 3.6.4.3 [Not used]

§ 3.6.4.4 As part of Basic Services, but subject to the provisions of Section 4.2, the Architect shall promptly review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements and timetables 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 five (5) days, unless otherwise necessary due to the nature of the question. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall maintain written records and logs relative to requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2, the Architect shall prepare Change Orders, Proposal Requests, and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications and other necessary supporting documentation and data to describe Work to be added, deleted, or modified. Basic Services shall include providing recommendations concerning proposed Change Orders and Construction Change Directives, and all aspects of the preparation and processing of Change Orders and Construction Change Directives resulting from errors, omissions, or deficiencies of the Architect in the preparation of Contract Documents.

§ 3.6.5.2 The Architect shall maintain written records and logs relative to changes in the Work for the Owner's benefit. These shall include, at a minimum, records relating to approved changes requested by the Contractor. The Architect shall submit monthly logs to the Owner categorizing all Proposal Requests, Construction Change Directives, Change Orders, Requests for Information, and Submittals processed. Logs shall include the status of documents and any cross references and dollar amounts associated with the particular document.

§ 3.6.5.3 The Architect shall review and respond to requests for changes in the work, including adjustments to the Contract Sum or Contract Time within ten (10) days of receipt from the contractor. If the Architect determines that requested changes in the work are not materially different from the requirements of the Contract Documents, the

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect and its consultants, as appropriate, shall:

- .1** conduct inspections to determine, subject to the Owner's approval, the date or dates of Substantial Completion and the date of final completion;
- .2** initially advise only the Owner of those recommended dates;
- .3** issue Certificates of Substantial Completion with the Owner's consent;
- .3A** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .45** issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents and all closeout requirements have been completed.

§ 3.6.6.2 The Architect and the Owner shall cooperate to review conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected at Substantial Completion. The Architect shall add to the Contractor's list for review and coordination of the Owner a "punch list" of observed items requiring correction, completion, or replacement by the Contractor. The Contractor shall be responsible to coordinate the commissioning of all designated systems. Commissioning shall demonstrate that each designated system operates as designed and specified. The Contractor shall also be responsible to prepare for Owner approval a checklist of operations and tests to illustrate that each designated system is operational and to measure the performance of such systems. As a Basic Service, the Architect shall generally review the Contractor's as-built drawings for completeness and verify they include the locations of water, sewer, telephone, electric, gas, and any other utility lines. Review of Contractor's as-builts does not make the Architect responsible for ensuring that the Contractor's as-builts are accurate or complete; Architect is entitled to rely on the information provided by the Contractor, except that Architect shall report known deviations in the as-built documents to the Owner.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, to review correction-period items, and to make appropriate recommendations to the Owner. At the beginning of the final month of the one-year correction period, the Architect shall inspect the Project and report in writing any discrepancies observed. This review does not require an inspection or any testing but shall be conducted as a site visit to observe the Project consistent with Section 3.6.2.1. The Architect shall cooperate with and assist the Owner to actively pursue and resolve issues regarding discrepancies or defects in the Work.

§ 3.6.6.6 As a part of the Architect's Additional Basic Services, and if elected necessary by the Owner, the Architect and its consultants shall participate in and provide information to the Owner as needed for the commissioning process and consult and cooperate with the Owner's commissioning agent.

§ 3.6.6.7 The Architect shall observe the progress of the Work and other requirements in the Contract Documents for achieving Final Completion and shall advise the Owner of that recommended date. The Close-Out Phase under this Agreement commences with the Date of Substantial Completion set by the Owner and ends upon the Owner’s Final Acceptance of the Work. If required for the Project pursuant to OSPI regulations, WAC 392-344-155, the Architect shall inspect the Project upon Final Completion to determine compliance with the Contract Documents. Upon determining that the Project has been completed satisfactorily, the Architect shall make such recommendation through issuance of a Certificate of Completion to the Owner’s Board of Directors. Such Certificate shall provide a statement of Work completed, including the gross square footage of new and/or modernized construction.

§ 3.6.6.8 The Architect shall assist in supplying information, advice, and communication with respect to requirements of OSPI for school facility design and construction, including but not limited to for purposes of the D-Form process, to the extent applicable to the Project.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Basic Services

§ 4.1.1 The services listed below are not included in Basic Services but are required for the Project. If the “Responsibility” Column below lists “Owner” or “N/A” and the Architect is required by the Owner to perform the Service, then it will be an Additional Service. The Architect shall provide the listed Additional Basic Services only if specifically designated in the table below and/or in Exhibit A as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The proposal letters of consultants providing Additional Basic Services shall be included as Exhibit E only for the purpose of describing the scope of the services to be provided. Terms and conditions included with those proposal letters do not apply to this Agreement.

(Designate the Additional Basic Services required for the Project in the second column of the table below. In the third column, indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner, or Not Provided)	Location of Service Description (Section 4.2 Below or in an Exhibit Attached to this Document and Identified Below)
Educational Specifications	N/A	-
Multiple Preliminary Designs	Architect	Basic Service
Measured Drawings	Architect	Basic Service
Existing Facilities Surveys (if applicable)	Owner	-
Site Evaluation and Planning (B203-2007)	Architect	Basic Service
Building Information Modeling (E202-2008)	N/A	-
Civil Engineering	Architect	Additional Basic Service
Landscape Architecture or Design	Architect	Additional Basic Service
Architectural Interior Design	Architect	Additional Basic Service
Value Analysis and Constructability	Owner, with the Architect’s participation	Additional Basic Service
Detailed Cost Estimating	Architect	Additional Basic Service
On-Site Project Representation	N/A	-
Conformed Construction Documents	Architect	Additional Basic Service to be provided after Completion of Bidding/Negotiation Phase to incorporate addenda into the Construction and Permit Documents.
As-Designed Record Drawings	Architect	Additional Basic Service
As-Constructed Record Drawings	Architect	Additional Basic Service
Post-Occupancy Evaluation	Architect	Basic Service per Section 3.6.6.5.
Facility Support Services (B201-2007)	N/A	-
Tenant-Related Services	N/A	-

Coordination of Owner's Consultants	Architect	Additional Basic Service
Telecommunications / Data Design	Owner	-
Security Evaluation and Planning (B206-2007)	N/A	-
Commissioning (B211-2007)	Owner	-
Extensive Environmentally Responsible Design	N/A	-
LEED Certification (B214-2012)	N/A	-
Fast-Track Design Services	N/A	-
Historic Preservation (B205-2007)	N/A	-
Furniture, Furnishings, and Equipment Design (B253-2007)	Owner	-
SEPA	N/A	-
Food Service Design	N/A	-
Acoustical Engineering	Architect	Additional Service
ELCCA	N/A	-
Structural Engineering	Architect	Basic Service
Community Outreach	N/A	Additional Basic Service
Commissioning Support	Architect	Additional Basic Service
Technology and Security Coordination	Architect w/ Owner	Additional Basic Service
Traffic Engineering	N/A	-
Land-Use/Site Plan Review/Conditional Use Permit	N/A	-
Furniture Selection	Owner	
Develop/Provide Full Geotechnical Report	Owner	
Low-Voltage Design	Owner	
Elevator Periodic Site Visits	N/A	

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement, if mutually agreed in writing by the Owner and Architect. The Architect shall not move forward and render such Additional Services without the written permission of the Owner. In the absence of mutual agreement in writing and subject to Section 4.2.2 below, the Architect shall promptly notify the Owner prior to providing any services requiring an adjustment in the Architect's compensation and shall specify the proposed adjustments. If requested by the Owner in writing, the Architect shall proceed with Additional Services even if the parties have not yet agreed to the change in compensation, and if the parties do not reach an agreement regarding the change in compensation, the Architect shall be compensated on a time and materials basis as provided in Section 11.3. If the Owner considers that all or part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide, and the Owner shall have no obligation to compensate the Architect for, those services. Except for services required due to the fault of the Architect or as otherwise provided in this Agreement, any Additional Services provided in accordance with this Agreement, including Section 4.2, shall entitle the Architect to a reasonable adjustment in compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

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

- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the unexpected official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. These Additional Services shall be performed at no cost to the Owner to the extent caused by the fault or negligence of the Architect. If, upon receipt of the Architect's notice, the Owner subsequently 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 and the Owner shall have no further obligation to compensate the Architect for those services.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect, or incomplete or uncoordinated submittals, or submittals not reviewed and stamped by the Contractor, to the extent the Architect can demonstrate additional costs;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; and;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or,
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services sixty (60) days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier, and provided that the services are not within the original scope of services.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services unless necessitated by the fault or negligence of the Architect. When the limits below are reached, the Architect shall notify the Owner in writing:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly (TBD) visits to the site by the Architect during construction
- .3 TBD (TBD) 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 TBD (TBD) inspections for any portion of the Work to determine final completion
- .5 Visits to the site as appropriate to the progress of Work by the Architect's mechanical, electrical, structural, and civil engineers over the duration of the Project during construction in accordance with Section 3.6.2.1 and as agreed by the Owner and the Architect.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Within fifteen (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, given notice of, or enforce lien rights.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. Any increase to the budget to respond to anticipated market conditions shall neither constitute Additional Services nor entitle the Architect to additional compensation, nor shall there be Additional Services because an accepted bid exceeds the budget.

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

§ 5.4 Unless otherwise provided in this Agreement, 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 review the information provided by the Owner and timely advise the Owner of its knowledge of any missing information or data that is germane to the Project and necessary from the Owner.

§ 5.5 ~~The~~ Unless otherwise provided in this Agreement, 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.

§ 5.6 The Owner shall provide the Services designated as the Owner's responsibility.

§ 5.7 [Not Used]

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

§ 5.9 Unless otherwise provided in this Agreement, 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's review of such tests, inspections, and reports shall be included as a part of the Architect's compensation for Basic Services.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish these services for Architect's benefit.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service. The Owner's failure to notify shall not relieve the Architect of its responsibilities under this Agreement, and the Owner shall have no duty of observation, inspection, or investigation.

§ 5.12 The Architect shall contemporaneously provide the Owner with copies of all written communications between Architect and the Contractor concerning the cost, time, sequence, scope, or requirements of the Project. Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, or as provided in the written agreement between the Owner and its consultant performing construction management services, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may, in the Owner's opinion, affect the Architect's services.

§ 5.13 Before executing the Contract for Construction, the Architect may review the proposed form of the Contract and provide comments to the Owner to assist with the coordination of the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Owner will also provide the Architect with a copy of any written agreement with a consultant hired by the Owner to perform construction-management services.

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation. In addition, the Architect shall be permitted to recommend what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Owner and the Architect shall discuss the cause of the bids exceeding the Owner's budget. If the lowest bona fide bid (excluding alternates selected by the Owner) exceeds the last pre-bidding cost estimate prepared by the Architect or the Architect's Cost Estimator per this Agreement by five (5) percent or less of said estimate, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If, however, the lowest bona fide bid exceeds the last pre-bidding estimate by more than five (5) percent of said budget, the Architect, with additional compensation as determined per negotiations between the Owner and Architect in good faith, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase, or the budget as adjusted under Section 6.6.1. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications, materials, models, renderings, and other documents, including those in electronic form, prepared by the Architect or Architect's consultants for this project are Instruments of Service. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Upon request by the Owner, the Architect shall provide electronic copies including CADD and similar files, to the Owner for the Owner's use. If for any reason conflict occurs between information on the computer media and the stamp sign documents, the information on the stamped documents shall govern and be considered correct. All information provided and the copyright therein are, and shall remain, the property of the original copyright holders. The Architect shall not be responsible for changes made in the information by anyone other than the Architect, or for use of the information without the Architect's participation. Although the Architect will endeavor to verify the accuracy and completeness of information, the Architect will not be liable for any inaccuracy or incompleteness in the information.

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

§ 7.3 ~~The~~ Upon execution of this Agreement, and regardless of any termination except as specifically set forth below, the Architect grants to the Owner a nonexclusive license to use and reproduce in any medium and without additional cost, the Architect's Instruments of Service solely and exclusively for purposes of constructing, completing, expanding, modernizing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services, constructing, completing, using, expanding, modernizing, and maintaining the project or subsequent projects of the Owner on this site. The Owner may further authorize credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections, or additions to the Instruments of Service for the above purposes. If the Architect is

adjudged to have rightfully terminated this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service for other projects or for any other purpose following a termination of this Agreement other than for cause under Section 9.4 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 unauthorized use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement 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 The Architect may, from time to time, issue certain plans, specifications and other documents in two-dimensional conventional (printed) or in electronic media form (two-dimensional AutoCad or Revit) for the recipients' use as base documents in the preparation of shop drawings and submittals or use in providing of design services or certifications to be provided by contractors. Such documents will be issued on the Owner's behalf for the convenience of the recipients. Such documents are not Contract Documents and the Architect shall issue them subject to its standard Electronic Document Release attached hereto as Exhibit D and incorporated by reference.

§ 7.6 Except as otherwise stated in Section 7.3, 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 law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction, as revised. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 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. The parties will cooperate in good faith and attempt to resolve any dispute that arises prior to mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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.

§ 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.)

Litigation in a court of competent jurisdiction in Superior Court for the State of Washington in and for Clallam County.

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.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services if the Owner suspends the Project for more than thirty (30) consecutive days. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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 of such termination by Owner, the Owner shall have the right but not the obligation to take over performance of the architectural services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished Instruments of Service, including without limitation documents, data, studies, surveys, drawings, maps, models, photographs, and reports, prepared by or for the benefit of Architect, shall at the option of the Owner, become the Owner's property.

§ 9.5 The Owner may terminate this Agreement or a portion thereof upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. In that event, the Owner shall be entitled to all finished and unfinished Instruments of Service and the Owner shall indemnify and hold harmless the Architect, its consultants, and agents and employees from any claims arising from the Owner's subsequent use of such documents and other materials.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services satisfactorily performed prior to termination, together with Reimbursable Expenses then due. The Architect shall not be entitled to any additional compensation including, without limitation, profit and overhead, and the Owner shall not be liable for any consequential or incidental damages, including but not limited to loss of profit on other projects or of reputation incurred by the Architect as a result of such termination.

§ 9.7 [Not Used]

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.74.

§ 9.9 Force Majeure.

§ 9.9.1 If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under Section 9.9.3.

§ 9.9.2 For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance; provided, however, that the pandemic of the disease COVID-19 and the consequences thereof do not constitute a Force Majeure Event.

§ 9.9.3 If a Force Majeure Event occurs, the noncomplying party will promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party will update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party will use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Washington, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the revised AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates other than those required by OSPI or state or federal funding sources, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. 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 information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1, unless withholding such information would violate the law, create a significant risk of harm to the public, or prevent a party from establishing a claim or defense in an adjudicatory proceeding, in which cases the receiving party will only disclose to the extent necessary to comply with the law or alleviate the risk of significant harm. The Owner and Architect acknowledge that Owner is bound by the Washington Public Records Act, Chapter 42.56 RCW, and Architect agrees to provide such records to the Owner as needed for Owner to fulfill its obligations in response to a public records request. Section 10.8 shall survive the termination of this Agreement for any reason.

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

§ 10.9 If any one or more of the provisions contained in this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions thereof, and this Agreement will be construed as if not containing that particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly.

§ 10.10 The parties agree that they shall comply with all applicable federal and state laws and regulations prohibiting discrimination in the performance of this Agreement, including without limitation the Washington Law Against Discrimination, Chapter 49.60 RCW, and will not discriminate in any programs or activities under this agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal.

§ 10.11 **Proclamation 21-14.1 Compliance.** Architect shall exclude from working upon the District's real property any of Architect's owners, officers, or employees who are not fully vaccinated against COVID-19 while Governor Jay Inslee's Proclamation 21-14.1 (as currently exists or subsequently amended) remains in effect. Architect agrees that it shall comply with Section 4 of Proclamation 21-14.1, including, without limitation, by providing a signed declaration in substantially the form prescribed in RCW 5.50.050 declaring that Architect has met the requirements of Section 4 at such times as the District may request. The Architect shall also require all of its consultants to comply with the requirements of this Section 10.11 including, without limitation, excluding from working upon the District's real property any of such consultants' owners, officers, or employees who are not fully vaccinated against COVID-19.

ARTICLE 11 COMPENSATION

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

Basic Compensation shall be on a lump-sum basis for Basic Services of the Architect and its Consultants in the following amounts (as specified in Exhibit A):

- .1 Stipulated Sum
(Insert amount)

« TBD »

§ 11.2 For the Architect’s Additional Basic Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Additional Basic Services are included in the lump stated in Section 11.1.1, above.

§ 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.)

Compensation for Additional Services that may arise during the course of the Project, including those under Section 4.2, shall be calculated at the hourly rates as set forth in Section 11.7. The Architect’s entitlement to such Additional Compensation shall be subject to the provisions of this Agreement.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

«N/A»

§ 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:

Schematic Design Phase	TBD	percent (XX	%)
Design Development Phase	TBD	percent (XX	%)
Construction Documents Phase	TBD	percent (XX	%)
Procurement Phase	TBD	percent (XX	%)
Construction Phase	TBD	percent (XX	%)
Closeout	TBD		XX	
Total Basic Compensation	one hundred	percent (100	%)

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

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

The Architect’s hourly billing rates are set forth in Exhibit C, which is incorporated herein by this reference.

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Pre-authorized out-of-town travel and subsistence, except that the Architect shall not be reimbursed for travel between its office and the Project site;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets, if required at the project site and with the Owner's approval;
- .3 Pre-authorized fees required by authorities having jurisdiction over the Project (where possible, the Owner shall pay plan-checking and permit fees directly to the agency);
- .4 Printing, reproductions, plots, and standard form documents for use by the Owner, agencies/authorities, and bidding documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner in writing
- .9 All Washington State sales but not B&O or income or other taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses pre-approved by the Owner;
- .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 pre-approved by the Owner.

§ 11.8.2 Exhibit A includes the estimated cost of reimbursable expenses, which amount shall not be exceeded without the Owner's prior written approval. For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Sections 9.3 or 9.4, the Owner shall not be required to pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using, and maintaining the Project.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 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.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed within each phase and shall not exceed the above percentages or not-to-exceed amounts of the total Basic Compensation and compensation for Additional Basic Services payable in each phase. Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice provided that the Architect is entitled to payment as provided in this Agreement. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below.

(Insert rate of monthly or annual interest agreed upon.)

three % (3%)

§ 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.

§ 11.10.2. Upon request, the Architect shall provide to the Owner with access to its records for inspection, audit, and reproduction and with an accounting of any services of the Architect or any of its consultants of any tier. The accounting of services shall detail the services performed the amounts paid to a consultant (supported by copies of all paid invoices) and such other information as the Owner may reasonably request. The Owner shall not be obligated to make any payment to any consultant, and the Owner is not obligated to reimburse the Architect for such payments, if the amount thereof has been taken into account in determining the basic compensation payable to the Architect under this Agreement. If the Owner makes any such payment following a default on the part of the Architect and after reasonable notice from the Owner, the Architect shall reimburse the Owner upon demand for the same.

§ 11.11 Change Orders: Compensation for additive Change Orders shall be as an Additional Service. The Architect will not, however, be entitled to additional compensation for change order costs incurred because of the negligent act or omission of the Architect or its Consultants.

§ 11.12 Alternatives: The Architect shall be compensated for Additional Services performed with respect to alternate bids that expand the scope of the Project to the extent requested and approved in writing by the Owner. Compensation for additive alternatives shall be seven (7) percent of the estimated cost of the additive alternate, expect that the Owner and the Architect may agree on a different rate for the civil engineer.

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.)

[TBD]

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. This Agreement incorporates, subsumes, and supersedes any prior agreements into which the parties entered for this Project.

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as revised

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

Exhibit A (Fee Proposal); Exhibit B (Overall Project Schedule); Exhibit C (Hourly Rates); Exhibit D (Electronic Document Release); Exhibit E (Scope Documents Regarding Consultants Providing Additional Basic Services); and Exhibit F (Request for Qualifications). In the event of a conflict between the provisions of this AIA B101-2017, as modified, and Exhibit F, the provisions of this document will prevail.

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

[N/A]

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

OWNER (Signature)

Darlene Apeland, Business Manager

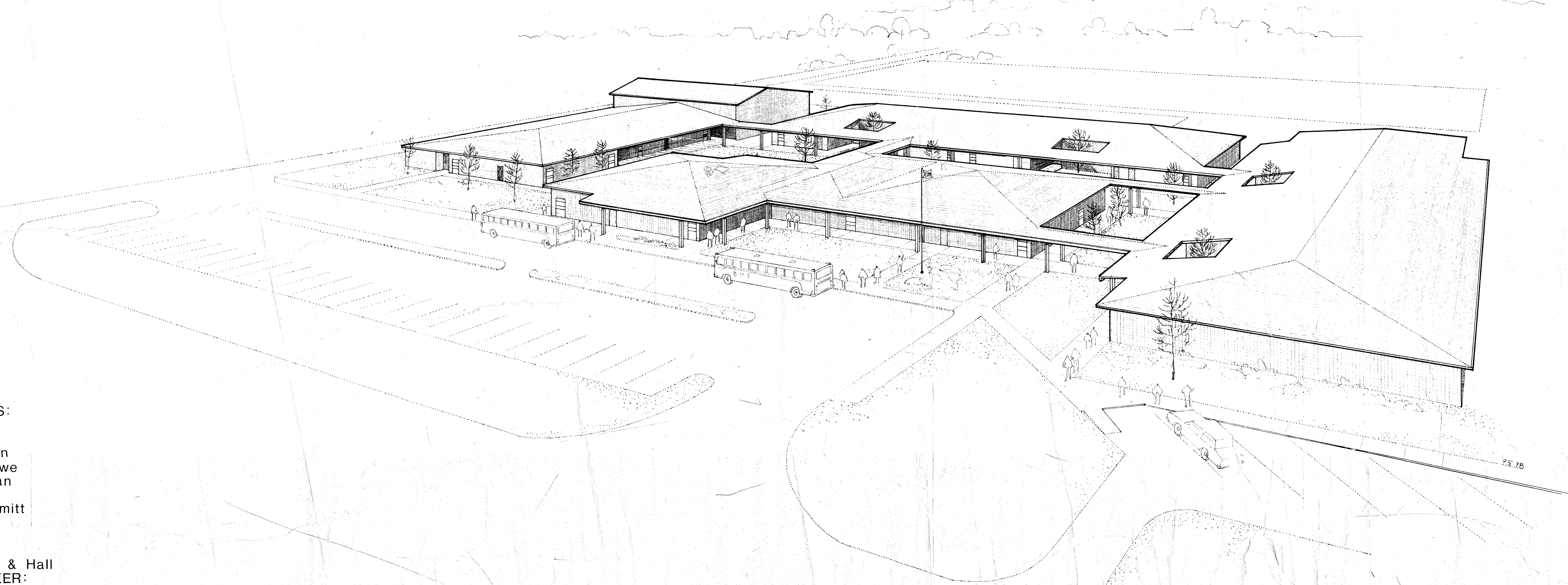
(Printed name and title)

ARCHITECT (Signature)

« »« »

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

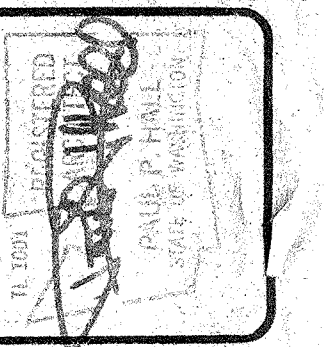
Exhibit D



BOARD OF DIRECTORS:
Paul Anderson
David Blake
Gerald L. Jensen
Thomas W. Lowe
James M. Nolan
SUPERINTENDENT:
Robert D. Schmitt
PROJECT DIRECTOR:
Stuart Smith
ARCHITECT:
DeHart, Lands & Hall
STRUCTURAL ENGINEER:
MacDonald, McLaren & Hammond
MECHANICAL ENGINEER:
Fred A. Thorn & Assoc.
ELECTRICAL ENGINEER:
Beverly A. Travis & Assoc.



ALTERATIONS AND ADDITIONS
SEQUIM ELEMENTARY SCHOOL
VICINITY OF 4th AVE. AND FIR STREET
SEQUIM SCHOOL DISTRICT-323
CLALLAM COUNTY WASHINGTON



DeHART, LANDS & HALL
MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS
135 LAKE LIBERTY SOUTH KIRKLAND, WASHINGTON 98033 TELEPHONE (509) 337-0629



DATE

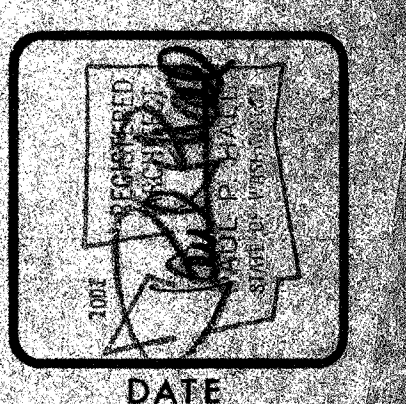
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DESCRIPTION

SCHEME

SHEET

AO
OF SHEETS



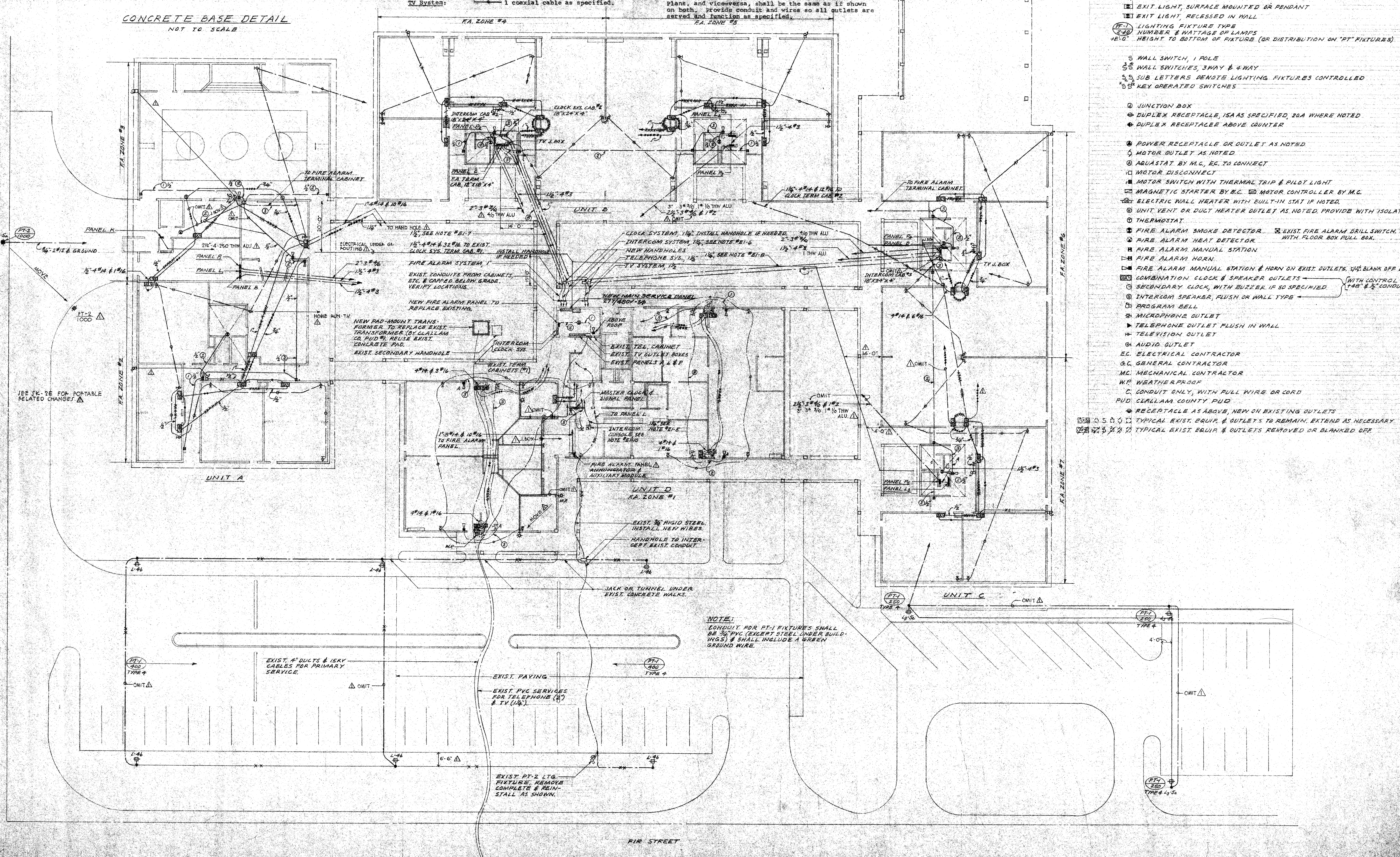
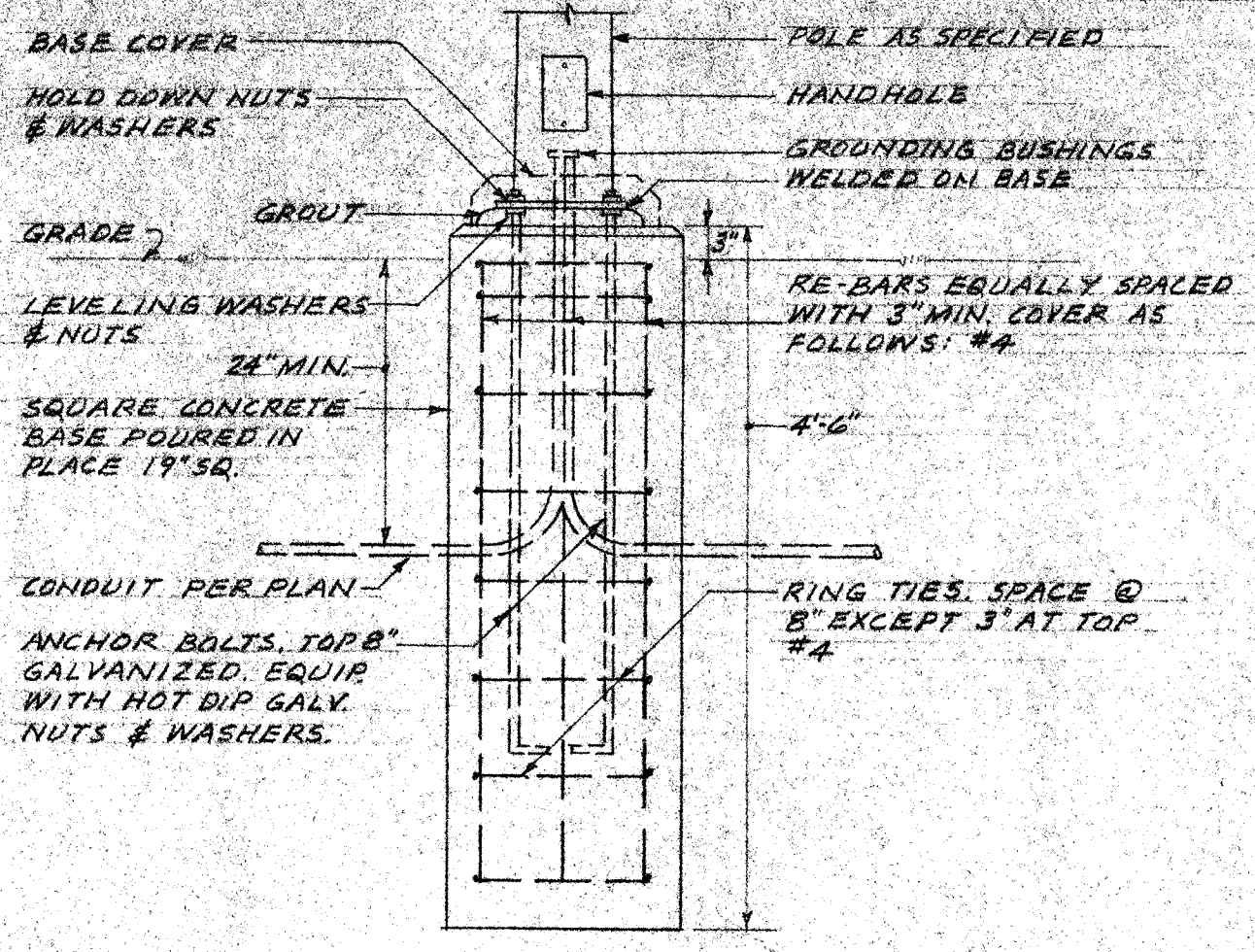
DISTRIBUTION NOTES

- E1-1. All conductors shown on this sheet are sized for copper. See specification for use of aluminum conductors in panel feeders.
- E1-2. All conduit for telephone, TV, fire alarm and clock & program systems shall be 1/4" steel unless otherwise noted or unless required to be larger for 40% maximum conduit fill.
- E1-3. All conduit for intercom system shall be 1/4" steel unless otherwise noted or unless required to be larger for 40% maximum conduit fill.
- E1-4. On this sheet symbols applied to the communication systems conduit indicate the following:
 Clock System: — #16 wires — #14 wires
 Fire Alarm System: — Number in circle denotes quantity of #18 twisted pair cables, West Penn #224, in conduit.
 Intercom System: — 1 communication cable, West Penn #300.
 — 1 microphone cable, West Penn #290.
 TV System: — 1 coaxial cable as specified.
- E1-5. Intercom run between console and existing Terminal Cab. #1 shall consist of 3-25 pair #24 cables (Mohawk #2425) and 2 R-547V coaxial cables.
- E1-6. Intercom run between existing Terminal Cabinet #1 and handhole shall consist of 2-25 pair #24 (Mohawk #2425) and 1-24#24 (Mohawk #2406).
- E1-7. Intercom run from handhole to Terminal Cab. #2 shall consist of 1-25 pair #24 shielded (Mohawk #24792) and 1-24#24 (Mohawk #2412).
- E1-8. Intercom run from handhole to Terminal Cab. #3 shall consist of 1-25 pair #24 shielded (Mohawk #24792) and 1-24#24 (Mohawk #2406).
- E1-9. Splices in intercom handhole shall be soldered, insulated and encased in a cast waterproof seal. Spare wire to Terminal Cabinets #2 & 3 shall be continuous to Term. Cab. #1. All shields and drain wires shall be connected together and to a ground rod in handhole.
- E1-10. Each telephone and other empty conduit shall have a #14 type 0 pull wire or nylon pull cord installed for future use by others.
- E1-11. Outlets shown on this sheet but not on 1/8"=1'-0" plans, and vice-versa, shall be the same as if shown on both. Provide conduit and wires so all outlets are served and function as specified.

ELECTRICAL LEGEND

- UNDERGROUND (24 MIN.) CONDUIT OR DUCT, IF SO NOTED
- CONDUIT CONCEALED IN CEILING OR WALLS
- CONDUIT CONCEALED IN FLOOR OR WALLS
- CONDUIT EXPOSED
- EXISTING CONDUIT TO REMAIN
- EXISTING CONDUIT TO BE ABANDONED IF CONCEALED, OR REMOVED IF EXPOSED.
- NEW CONDUIT SPliced TO EXISTING CONDUIT
- FLUORESCENT LIGHTING FIXTURES, RECESSED
- FLUORESCENT LIGHTING FIXTURES, SURFACE OR PENDANT
- FLUORESCENT LIGHTING OUTLET ON NORMAL CIRCUIT
- FLUORESCENT LIGHTING OUTLET ON X (EMERGENCY) CIRCUIT
- INCANDESCENT OR HID FIXTURE, CEILING, — SECURITY LIGHT
- INCANDESCENT OR HID FIXTURE, WALL BRACKET MOUNTED
- SECURITY LIGHT
- SECURITY LIGHT
- POLE MOUNTED OUTDOOR LIGHTING UNIT WITHOUT ARM
- POLE MOUNTED OUTDOOR LIGHTING UNIT WITH ARM
- EXIT LIGHT, SURFACE MOUNTED OR PENDANT
- EXIT LIGHT, RECESSED IN WALL
- LIGHTING FIXTURE TYPE NUMBER & WATTAGE OF LAMPS
- HEIGHT TO BOTTOM OF FIXTURE (OR DISTRIBUTION ON "PT" FIXTURES)

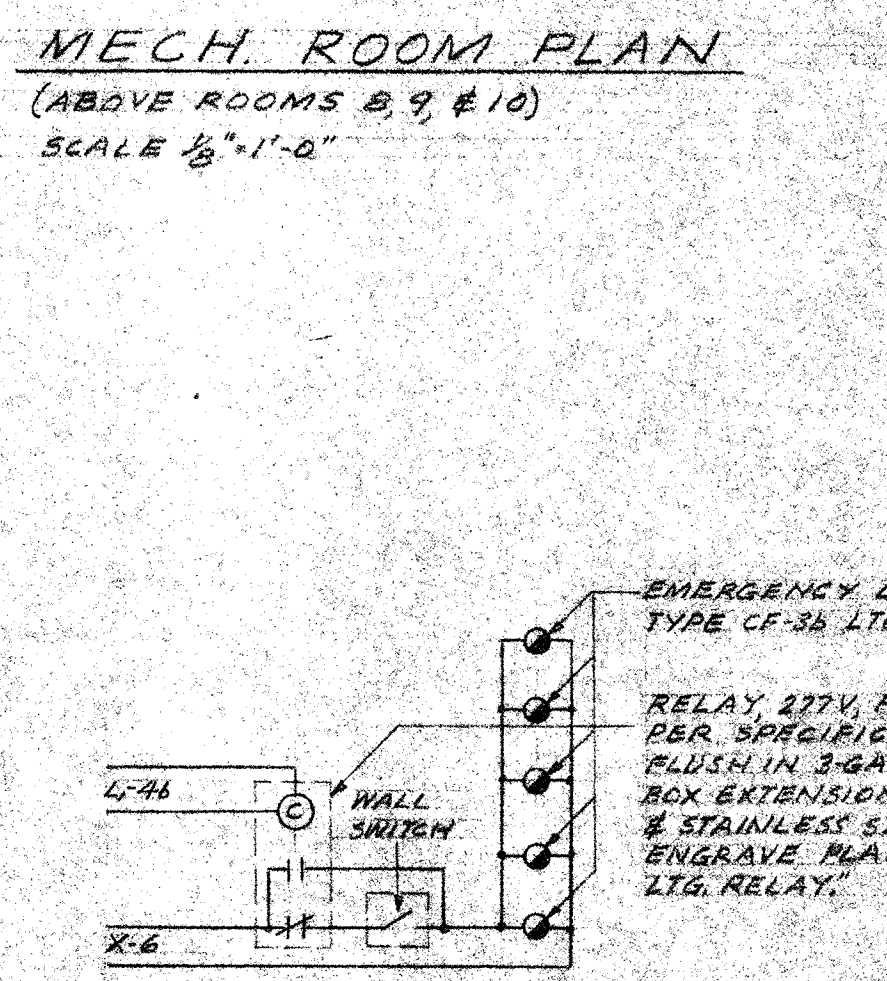
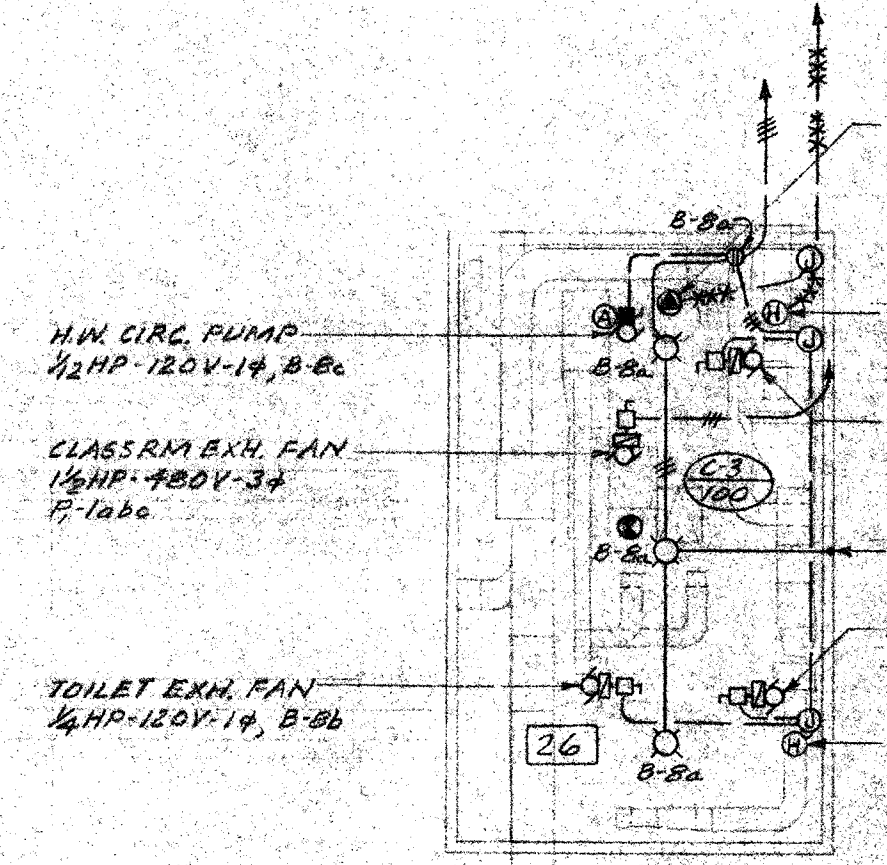
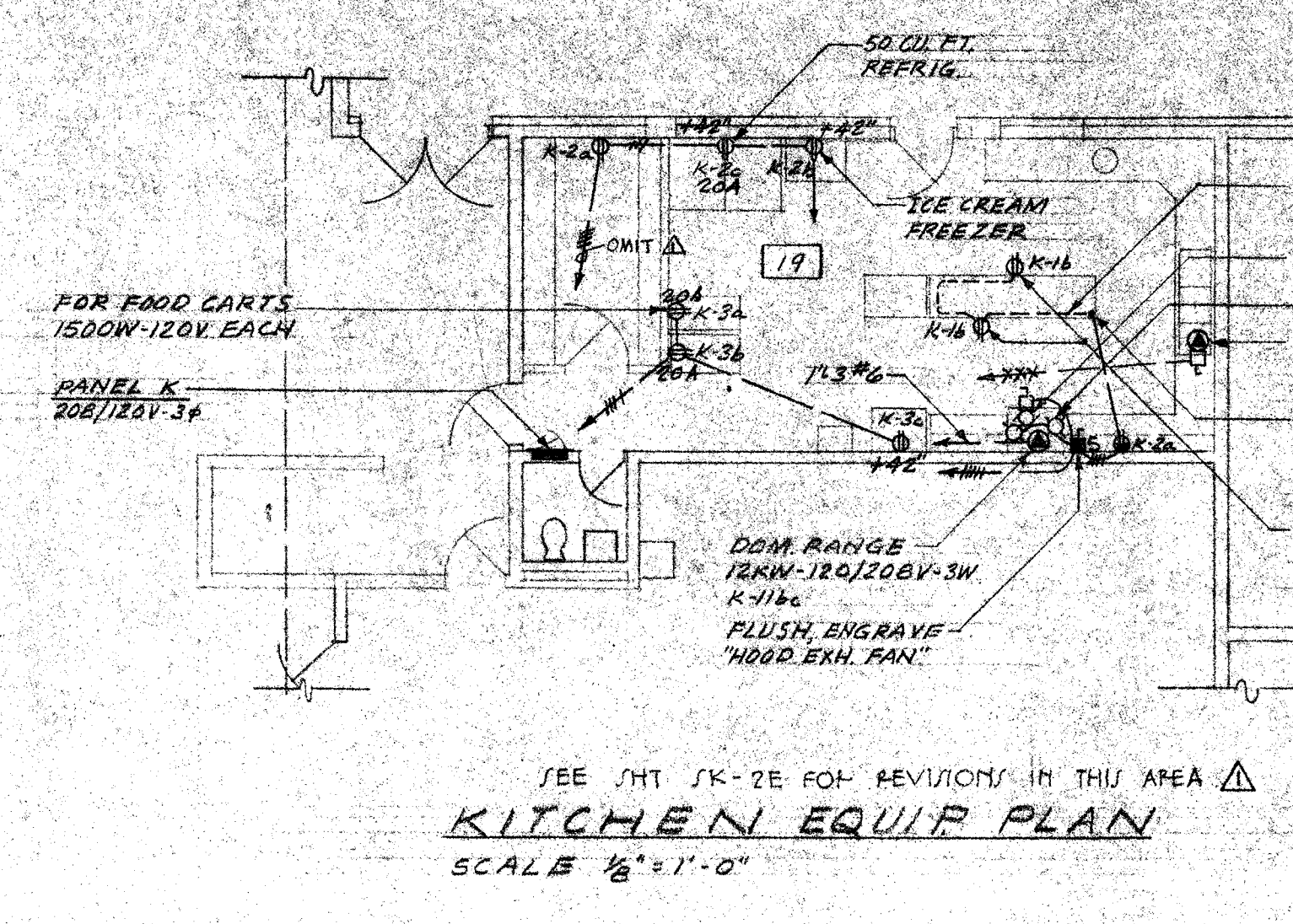
- WALL SWITCH, 1 POLE
- WALL SWITCHES, 3WAY & 4WAY
- SUB LETTERS DENOTE LIGHTING FIXTURES CONTROLLED
- KEY OPERATED SWITCHES
- JUNCTION BOX
- DUPLEX RECEPTACLE, 15A AS SPECIFIED, 20A WHERE NOTED
- DUPLEX RECEPTACLE ABOVE COUNTER
- POWER RECEPTACLE OR OUTLET AS NOTED
- MOTOR OUTLET AS NOTED
- AQUASTAT BY M.C., E.C. TO CONNECT
- MOTOR DISCONNECT
- MOTOR SWITCH WITH THERMAL TRIP & PILOT LIGHT
- MAGNETIC STARTER BY E.C. — MOTOR CONTROLLER BY M.C.
- ELECTRIC WALL HEATER WITH BUILT-IN STAT IF NOTED
- UNIT VENT OR DUCT HEATER OUTLET AS NOTED. PROVIDE WITH ISOLATING SWITCH
- THERMOSTAT
- FIRE ALARM SMOKE DETECTOR — EXIST. FIRE ALARM DRILL SWITCH. REPLACE WITH FLOOR BOX PULL BOX.
- FIRE ALARM HEAT DETECTOR
- FIRE ALARM MANUAL STATION
- FIRE ALARM HORN
- FIRE ALARM MANUAL STATION & HORN ON EXIST. OUTLETS. BLANK OFF EXIST. OUTLETS.
- COMBINATION CLOCK & SPEAKER OUTLETS
- SECONDARY CLOCK, WITH BUZZER IF SO SPECIFIED (WITH CONTROL SWITCH AT 1/4" & 1/2" CONDUIT TO SPEAKER)
- INTERCOM SPEAKER, FLUSH OR WALL TYPE
- PROGRAM BELL
- MICROPHONE OUTLET
- TELEVISION OUTLET
- AUDIO OUTLET
- E.C. ELECTRICAL CONTRACTOR
- G.C. GENERAL CONTRACTOR
- M.C. MECHANICAL CONTRACTOR
- W.P. WEATHERPROOF
- C. CONDUIT ONLY, WITH FULL WIRE OR CORD
- PUD. CLALLAM COUNTY PUD
- RECEPTACLE AS ABOVE, NEW ON EXISTING OUTLETS
- TYPICAL EXIST. EQUIP. & OUTLETS TO REMAIN. EXTEND AS NECESSARY
- TYPICAL EXIST. EQUIP. & OUTLETS REMOVED OR BLANKED OFF



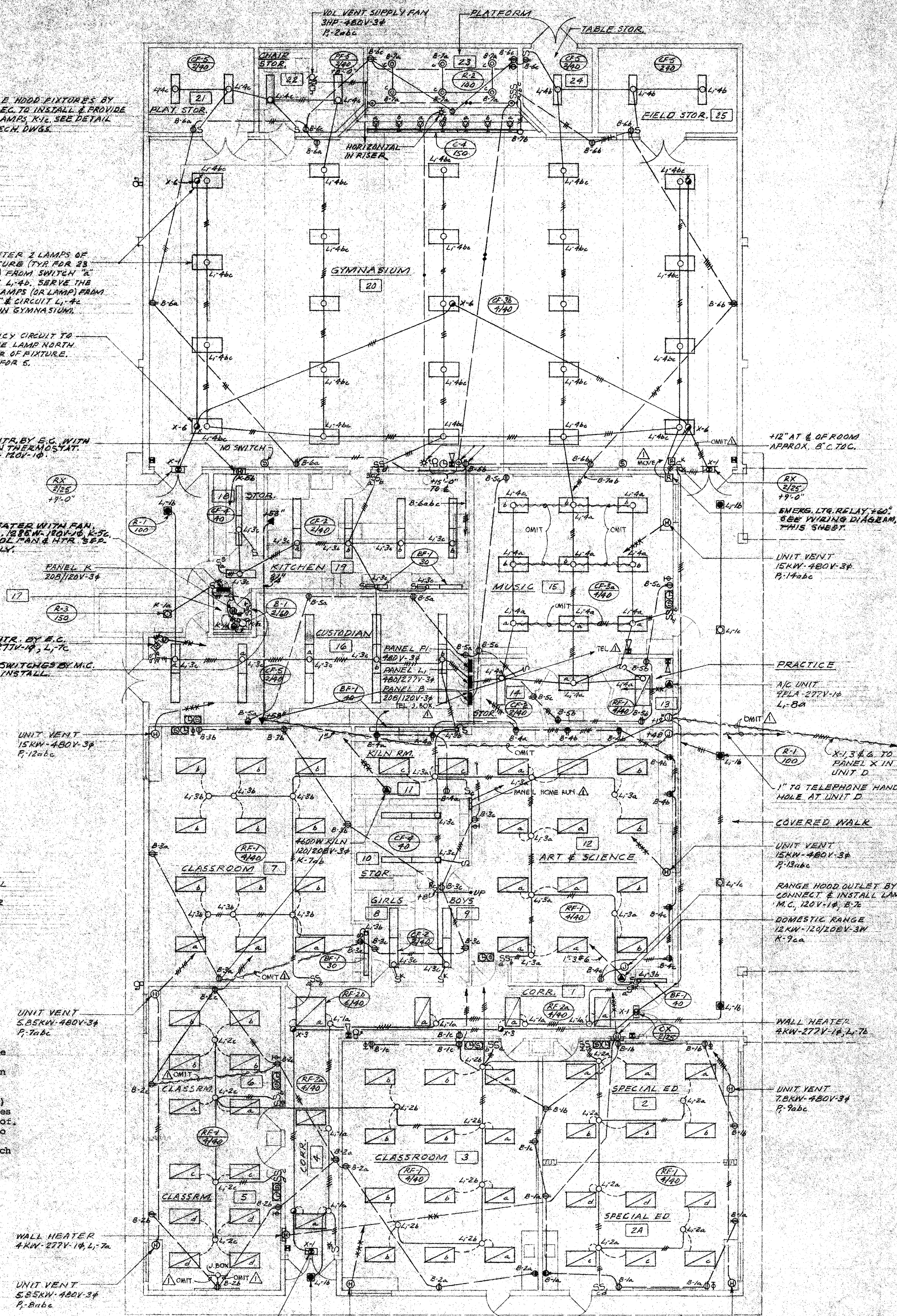
NOTE:
 CONDUIT FOR PT-1 FIXTURES SHALL BE 3/4" PVC (EXCEPT STEEL UNDER BUILDINGS) & SHALL INCLUDE A GREEN GROUND WIRE

PANEL SCHEDULE

PANEL	LOCATION	CIRCUITS	WIRE	SERVING	VA
A (Exist.)	Stor. 20-D	21 20A-1P	#12	120V ccts. 12-3abc	26623
120/208v-3φ		7 " " "	"	Lts. 7ab, 8abc, 12a	7650
		2 " " "	"	Spare, 12bc	
		1 20A-1P relay	"	servicing Walk Lts. cct. A-1a	
		1 20A-3P	"	Sec. " " A-1bc	
B (Flush)	Stor. 16-A	18 20A-1P	#12	Rec. 1-6abc, 8a	12240
120/208v-3φ		2 " " "	"	Lts. 7ab	2130
		3 " " "	"	Fans, etc. 7c, 8bc	2386
		1 50A-3P	"	Spare 9a, 10abc	3500
		1 50A-3P	"	Space	1500
C	Stor. 2-B	18 20A-1P	#12	Receptacles	11580
120/208v-3φ		5 " " "	"	Motors 7bc, 8abc	3825
		5 " " "	"	Spare 9bc, 10abc	2500
		2 50A-1P	"	Space 3c, 4a	1000
		2 50A-3P	"	" 11, 12abc	3000
D	Stor. 2-C	19 20A-1P	#12	Receptacles	11160
120/208v-3φ		6 " " "	"	Motors 7bc, 8abc, 9c	4263
		6 " " "	"	Spare 10 & 11abc	3000
		2 50A-1P	"	Space 3c, 4a	1000
		1 50A-3P	"	" 12abc	1500
L (Exist.)	Stor. 20-D	11 20A-1P	#12	Lts. 1-3abc, 4ab	26020
277/480v-3φ		3 " " "	"	Htrs. 4c, 5ab	8500
		1 " " "	"	Panel X, 5a	1300
		3 " " "	"	Spare 6abc	1500
		2 50A-3P	"	Space 7&8abc	3000
		1 20A-1P relay	"	servicing parking Lts. cct. L-4b	
L1 (Flush)	Stor. 16-A	13 20A-1P	#12	Lts. 1-4abc, 5a	26347
277/480v-3φ		2 25A-1P	#10	Htrs. 7ab	9000
		1 " " "	"	A/C Unit 8a	2500
		7 20A-1P	"	Spare	7000
		1 30A-1P	#10	Htr. 7c	5000
		4 50A-3P	"	Space 9-12abc	12000
		2 20A-1P relays	"	servicing Walk Lts. 1bc	
		1 " " "	"	relaying " parking Lt. 5a	
		3 30A-1P contactors	"	servicing Htrs. 7abc & controlled by M.C.	
L2	Jan. 17-B	13 20A-1P	#12	Lts. 1-4abc, 5a	38760
277/480v-3φ		5 50A-3P	"	Space 5bc, 6abc	5000
		2 50A-3P	"	Space 7 & 8 abc	6000
		1 20A-1P relay	"	servicing Walk Lts. 5a	
L3	Jan. 17-C	15 20A-1P	#12	Lts. 1-5abc	42075
277/480v-3φ		3 " " "	"	Spare 6abc	3000
		2 50A-3P	"	Space 7&8abc	6000
		2 20A-1P relays	"	servicing Walk Lts. 5b	
		1 " " "	"	relaying " parking Lts. 5c	
P (Exist.)	Stor. 20-D	2 25A-1P	#10	Htrs. 1a&9b	8000
277/480v-3φ		1 20A-1P	#12	A/C Unit 1b	2500
		2 " " "	"	Htrs. 9ac	6000
		1 " " "	"	Spare 1c	1000
		3 20A-3P	#12	U.V. 4, 5 & 8abc	25800
		4 30A-3P	#10	Exist. U.V. 2, 3, 6&7abc	60800
		1 " " "	"	H.W. Tank 10abc	9000
		1 50A-3P	"	Htr. Unit 11abc	28800
		1 100A-4PSN	#3	Panel L, 13abc	40330
		1 30A-3P	"	Spare 12abc	3000
		1 50A-3P	"	Space 14abc	3000
		2 30A-1P contactors	"	servicing Htr. ccts. 1a & 9b and controlled by M.C.	
P1 (Flush)	Stor. 16-A	2 15A-3P	#12	Fans 1&2abc	5930
480v-3φ		1 " " "	"	Htr. 3abc	6000
		1 " " "	"	U.V.'s 7-10abc	27300
		2 25A-3P	#10	Htrs. 4&5abc	24500
		4 30A-3P	"	U.V.'s 11-14abc	60000
		5 50A-3P	"	Space 6&15-18abc	15000
P2	Stor. 2-B	1 15A-3P	#12	Fan 1abc	2080
480v-3φ		3 20A-3P	"	U.V.'s 2-4abc	34200
		2 25A-3P	#10	Htrs. 5&6abc	24500
		2 30A-3P	"	U.V.'s 7&8abc	30000
		4 50A-3P	"	Space 9-12abc	12000
P3	Jan. 17-B	1 15A-3P	#12	Fan 1abc	2080
277/480v-3φ		3 20A-3P	"	U.V.'s 2-4abc	34200
		1 25A-3P	#10	Htr. 5abc	12500
		2 30A-3P	"	U.V.'s 6 & 7abc	30000
		3 50A-3P	"	Space 8-11abc	12000
		1 100A-4PSN	#3	Panel L2, 12abc	49760
P4	Stor. 2-C	1 15A-3P	#12	Fan 1abc	2080
480v-3φ		3 20A-3P	"	U.V.'s 2-4abc	34200
		2 25A-3P	#10	Htrs. 5&6abc	24500
		2 30A-3P	"	U.V.'s 7&8abc	30000
		4 50A-3P	"	Space 9-12abc	12000
P5	Jan. 17-C	3 15A-3P	#12	Motors 1, 9, 10abc	9780
277/480v-3φ		3 20A-3P	"	U.V.'s 2-4abc	34200
		1 25A-3P	#10	Htr. 5abc	12500
		2 30A-3P	"	U.V.'s 6 & 7abc	30000
		3 50A-3P	"	Space 8-11abc	12000
		1 100A-4PSN	#3	Panel L3, 14abc	51075
X	Stor. 20-D	6 20A-1P	"	switches to control exit & emergency light circuits X-1 thru 6. Fuse at 5 amp.	
277v-1φ		2 20A-1P	"	spare switches as above.	

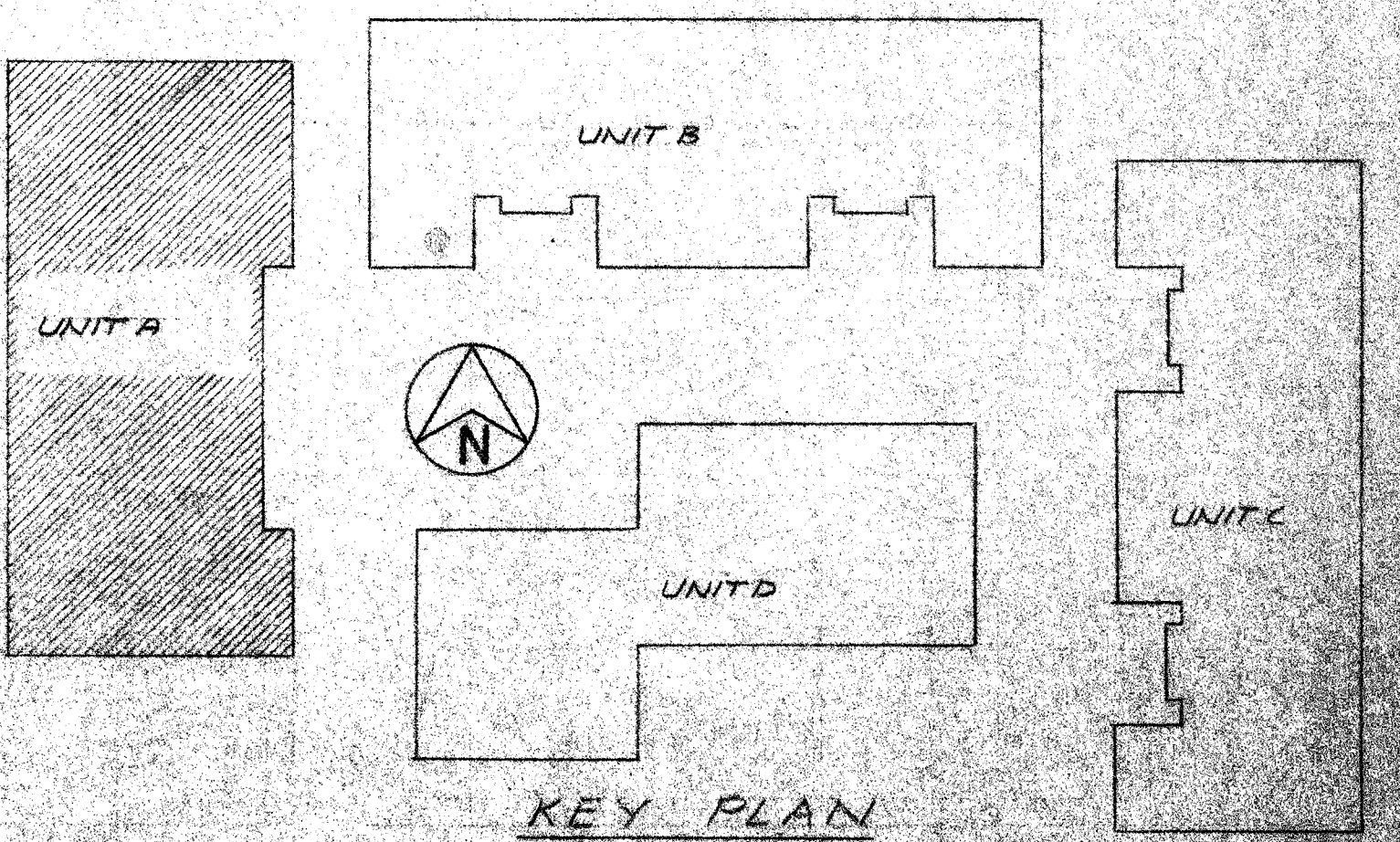
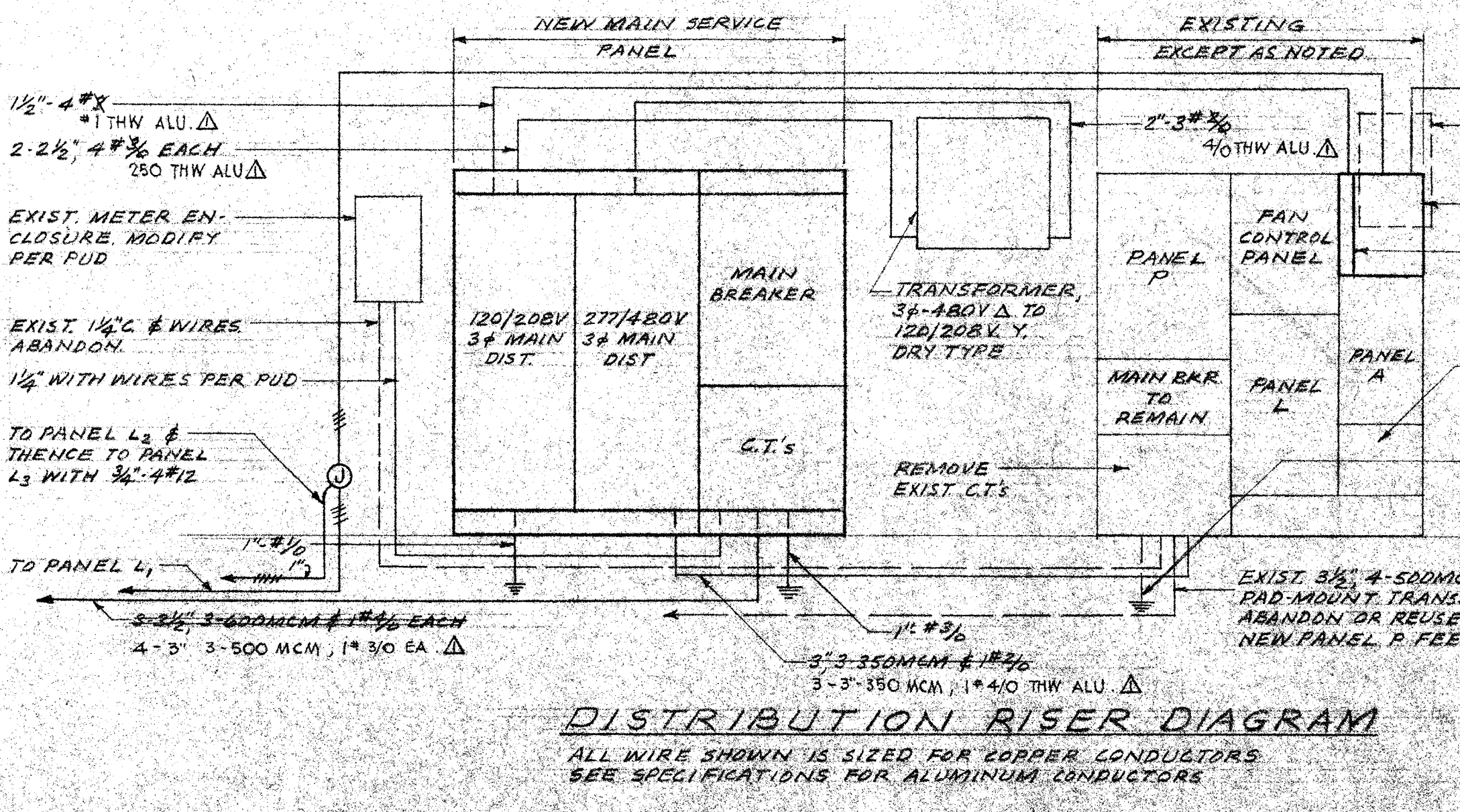


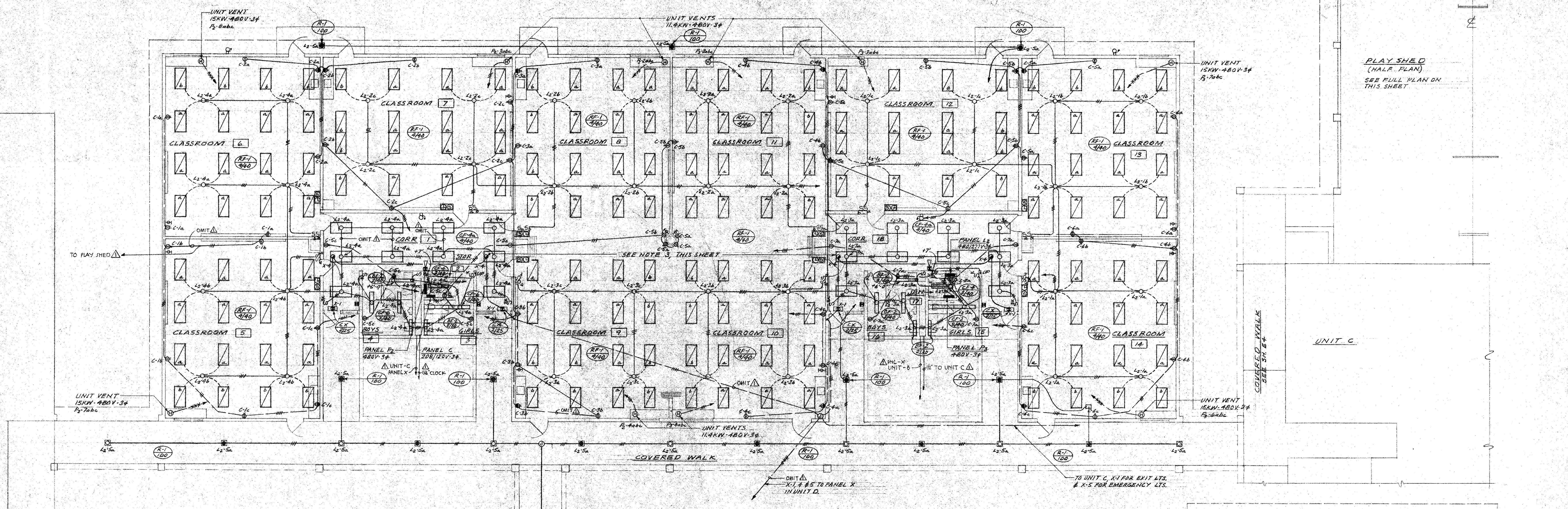
- #### PANEL NOTES
- All new panels are surface mounted except where noted flush.
 - The following symbols & abbreviations apply to panels:
 * Existing circuit breaker to remain
 ** New circuit breaker in existing space or to replace existing circuit breaker.
 U.V. Unit Ventilator
 Sec. Security
 Walk Walkway
 Park Parking
 Rec. Receptacles
 3. Verify control voltage of heating contactors with Mechanical Contractor (M.C.)
 4. Lighting relays shall be controlled as noted for lighting Control Panel.
 5. All wire listed is sized for copper conductors. See specifications for aluminum conductors.
 6. Panel X shall be a battery actuated standby power unit with 1600 watt AC output at 277v-1φ for 1 1/2 hours at full load, Yorklite #E5SG1600VFB with output switches as listed in Panel Schedule, calcium lead batteries, built-in inverter, amber "AC on" light, on-off switch, charger and indicator light, pushbutton test switch and automatic load transfer switch.
 7. Lighting control panel shall contain the following equipment:
 a. 1 line switch with override switch (on door) to control parking Area lighting fixtures.
 b. relay with override switch (on door) to control security lighting fixtures from photo-electric switch above roof.
 c. 4 switches on door of panel, each to control the non-security lighting fixtures at the covered walk at each of the 4 building units A, B, C & D.
 d. Engraved nameplate for each switch.



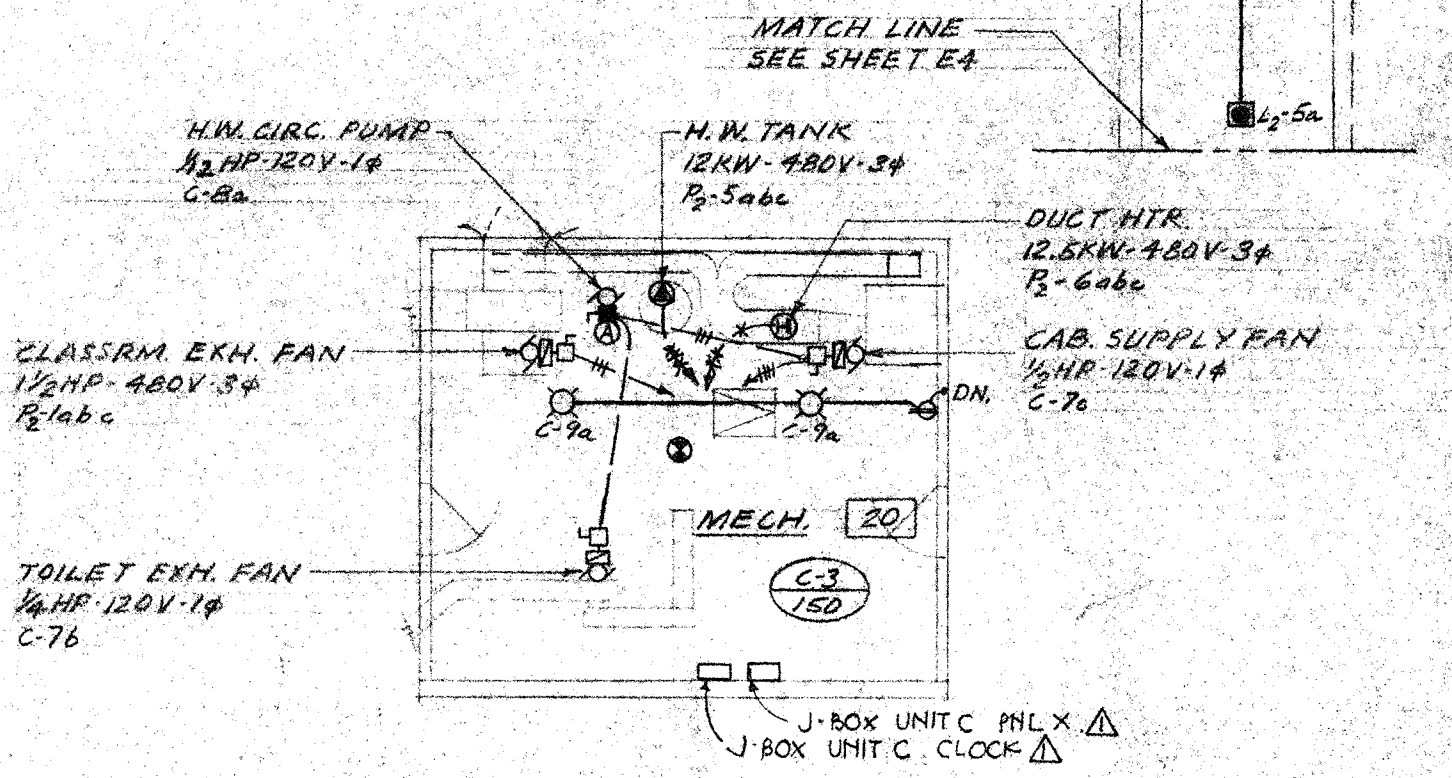
MAIN SERVICE PANEL SCHEDULE

PANEL	CIRCUITS	FUSES	WIRE	SERVING	KVA
Main Bkr.	1-1200A-4PSN	---	Bus	277/480v-3φ Main Dist.	987.6
	Above circuit is a circuit breaker with GPI.				
	Following are fused switches				
277/480v-3φ	1-400A-4PSN	300A	3-150CM ² 14/2/0	Panel P	183.7
Main Dist.	1-400A-3P	225A	3#4/0	" P1	142.6
	1-400A-4PSN	"	3#4/0 & 1#2	" P3	140.5
	1-400A-4PSN	"	"	" P5	141.8
	1-200A-3P	175A	3#2/0	" P4	102.8
	1- " " "	"	"	" P2	102.8
	1- " " "	"	"	Transformer	112.5
	1-100A-4PSN	100A	4#3	Panel L1	60.8
	1-100A-3P	"	"	Space only	---
120/208v-3φ	1-400A-4PSN	400A	Bus	Following ccts.	112.5
Main Dist.	1-100A-4PSN	100A	4#3	Panel A	35.3
Main	1 " " "	"	"	" B	23.2
Switch	1 " " "	"	"	" C	21.9
	1 " " "	"	"	" D	22.7
	2 " " "	"	"	Space only	---
	1 200A-4PSN	200A	4#3/0	Panel K	53.7

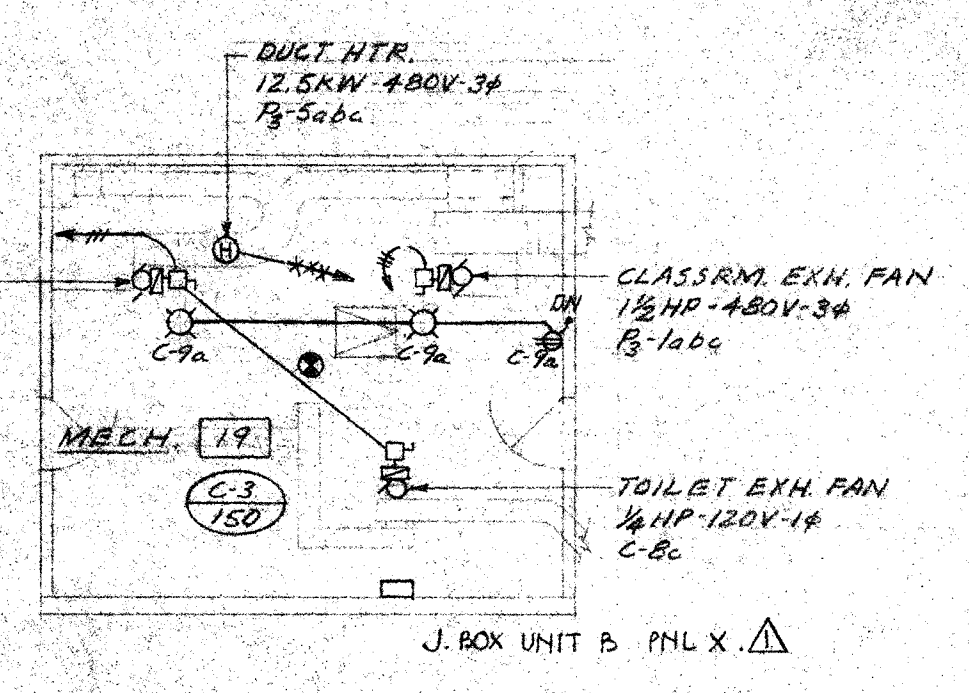




FLOOR PLAN - UNITS B & C
 SCALE 1/8" = 1'-0"
 UNIT B IS SHOWN. UNIT C IS SIMILAR EXCEPT FOR PANEL DESIGNATIONS. CIRCUIT NUMBER PREFIXES FOR NORMAL CIRCUITS, CIRCUIT NUMBERS FOR EMERGENCY LIGHTS AND COVERED WALK LIGHTS. SEE NOTES 1 & 2 ON THIS SHEET.

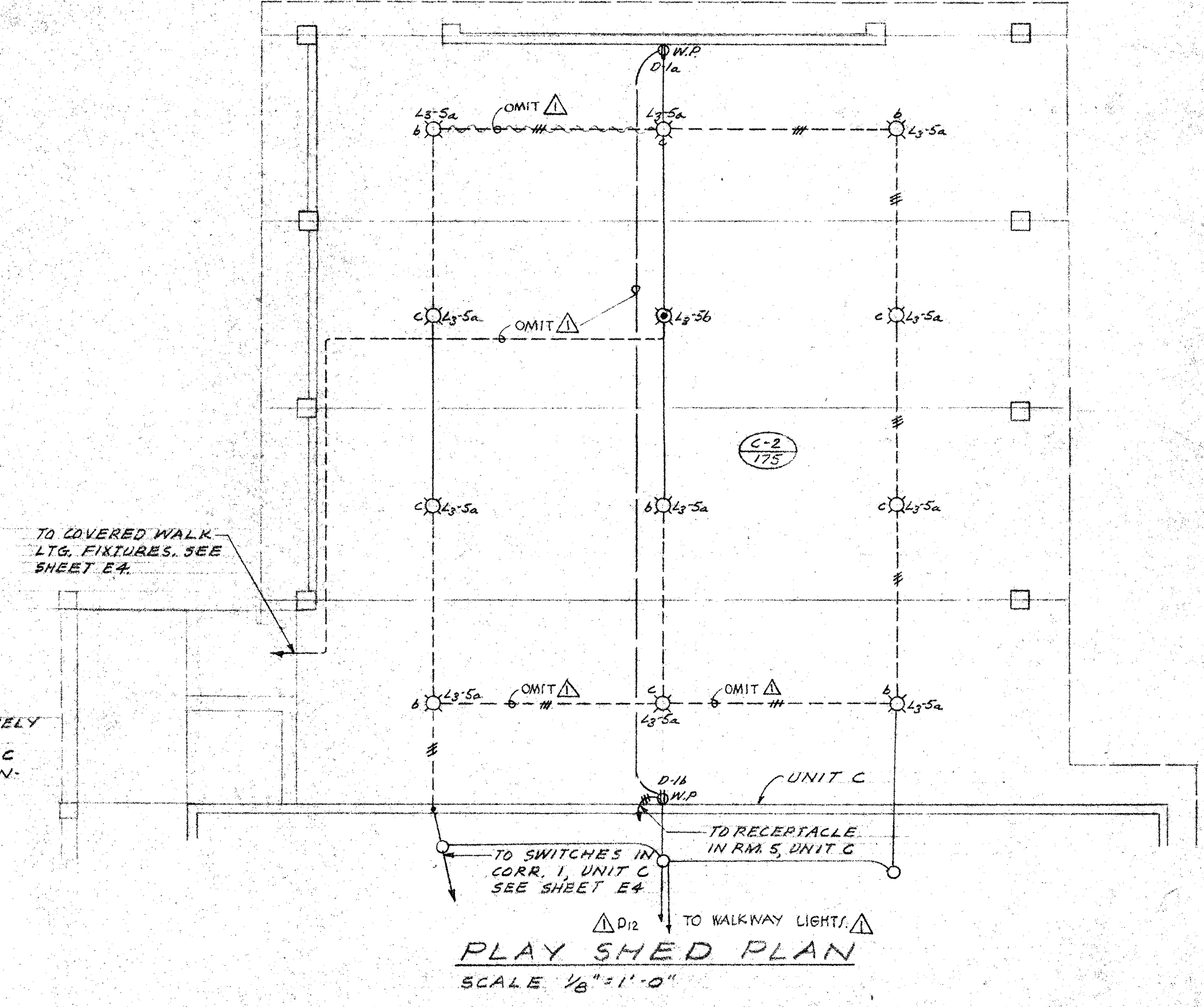


MECH. ROOM
 SCALE 1/8" = 1'-0"
 (OVER RMS. 1, 2, 3 & 4)

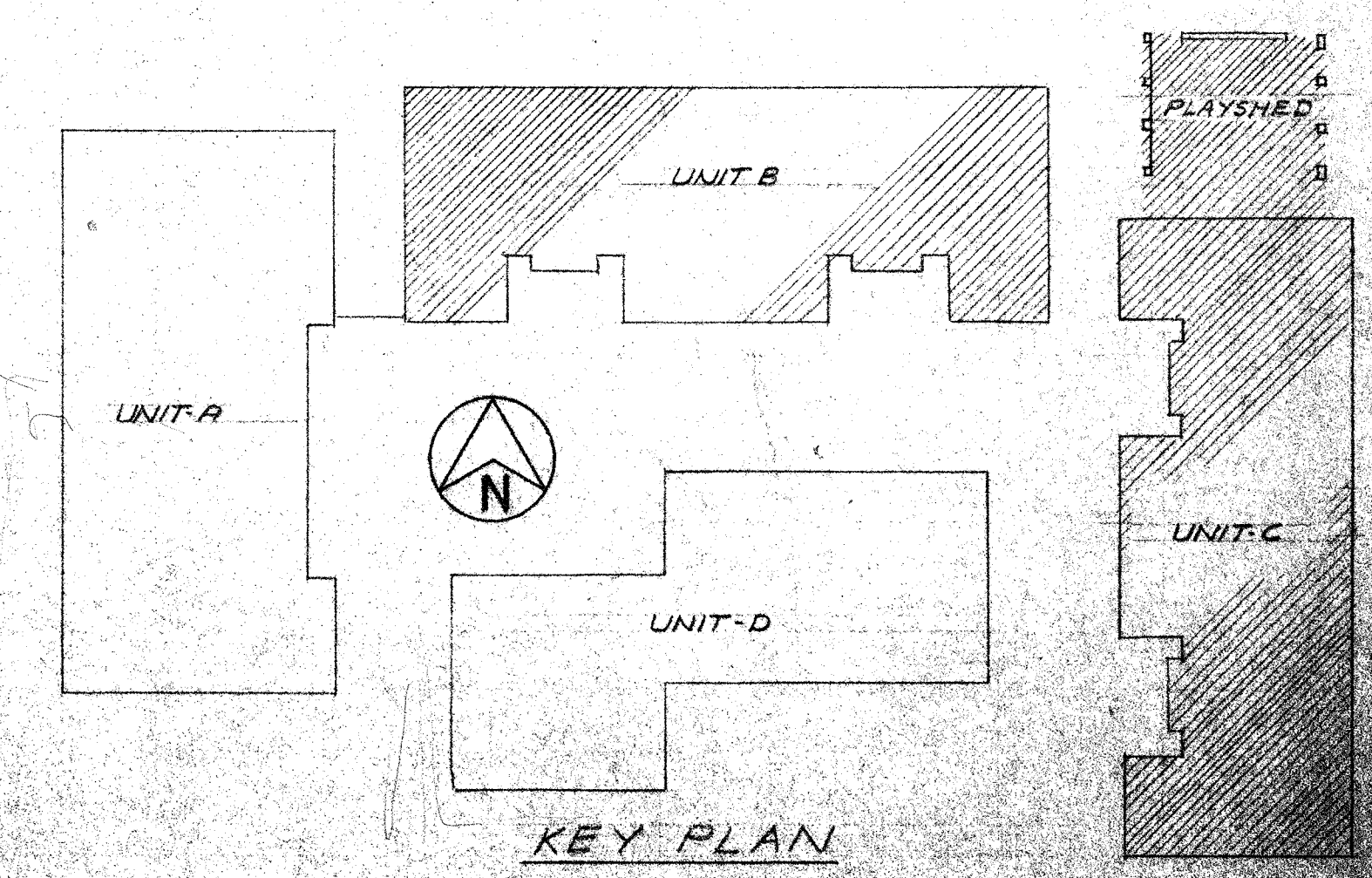


MECH. ROOM
 SCALE 1/8" = 1'-0"
 (OVER RMS. 15, 16, 17 & 18)

- NOTES:**
1. PANELS C-12, P-1 & P-2 BECOME PANELS D-12, P-1 & P-2 RESPECTIVELY IN UNIT C.
 2. SEE SHEET E-4 FOR LIGHTING OF COVERED WALK AT UNIT C.
 3. EMERGENCY (E) CIRCUIT SHALL SERVE ONLY THE NORTHERN MOST CAMP OF THE CENTER 2 LAMPS.

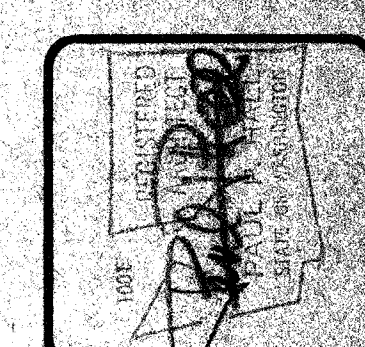


PLAY SHED PLAN
 SCALE 1/8" = 1'-0"



KEY PLAN

△ "AS-BUILT" REVISIONS OCT # 1978



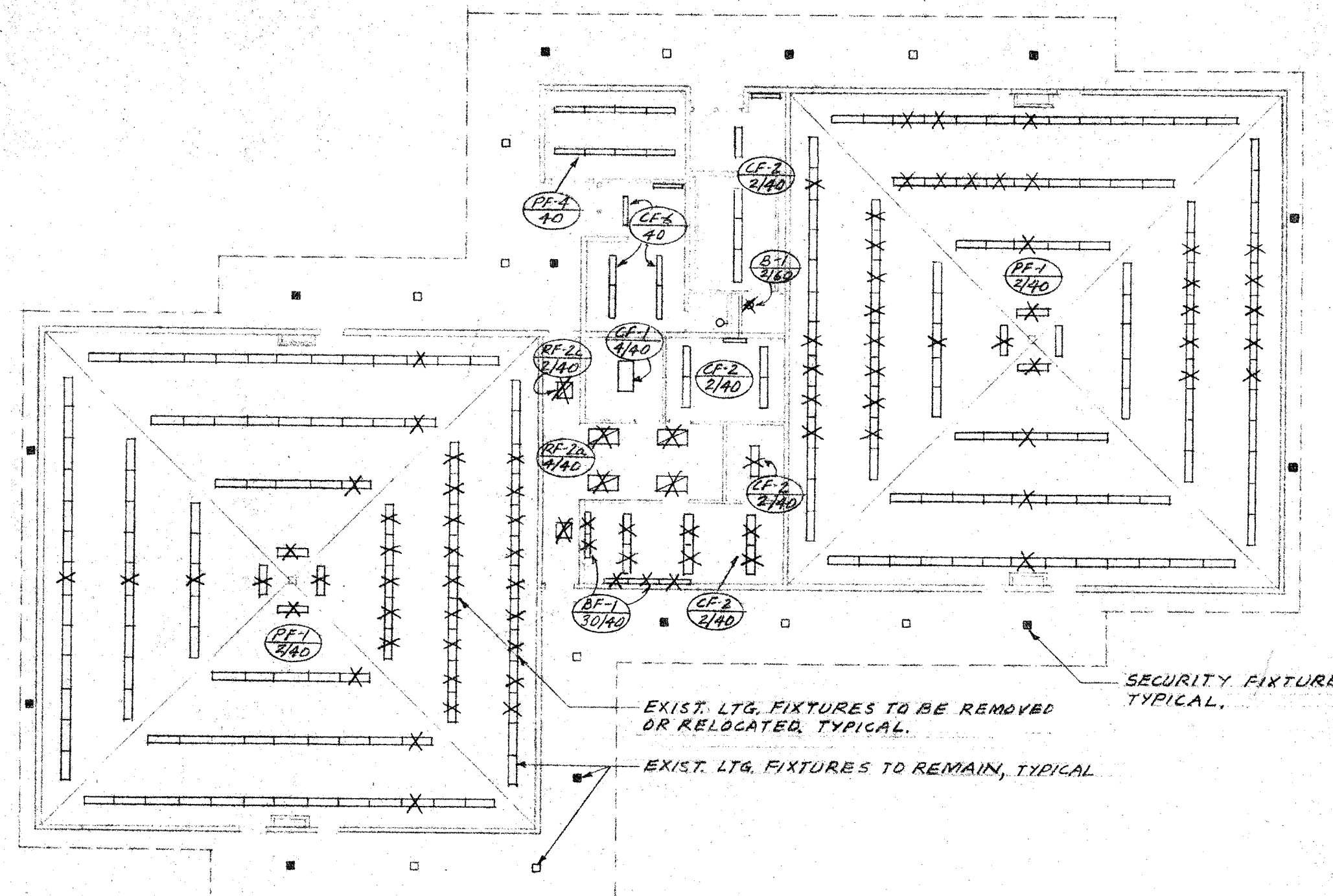
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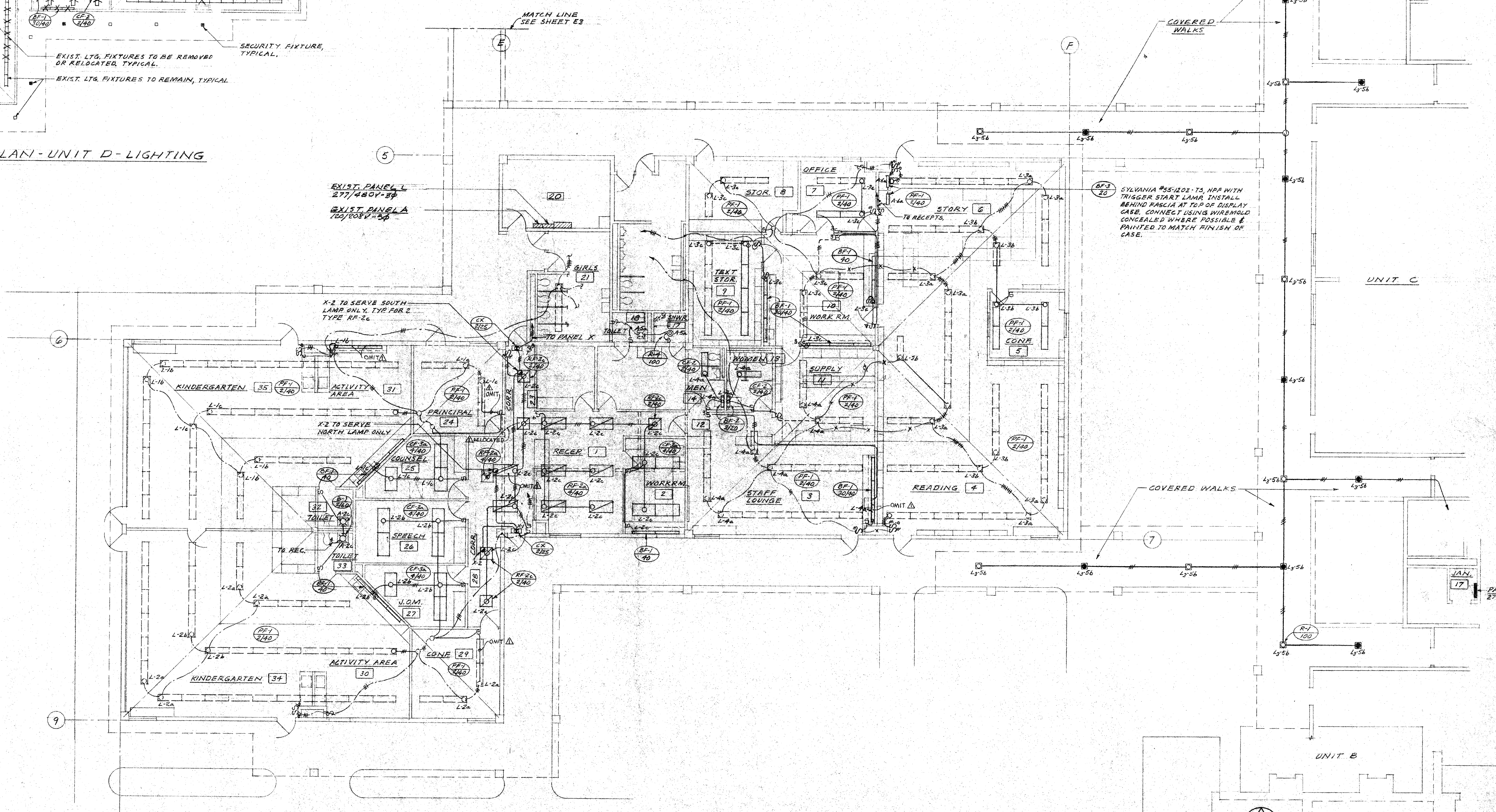
ELECTRICAL UNIT D LIGHTING PLANS
SCHEME

SHEET

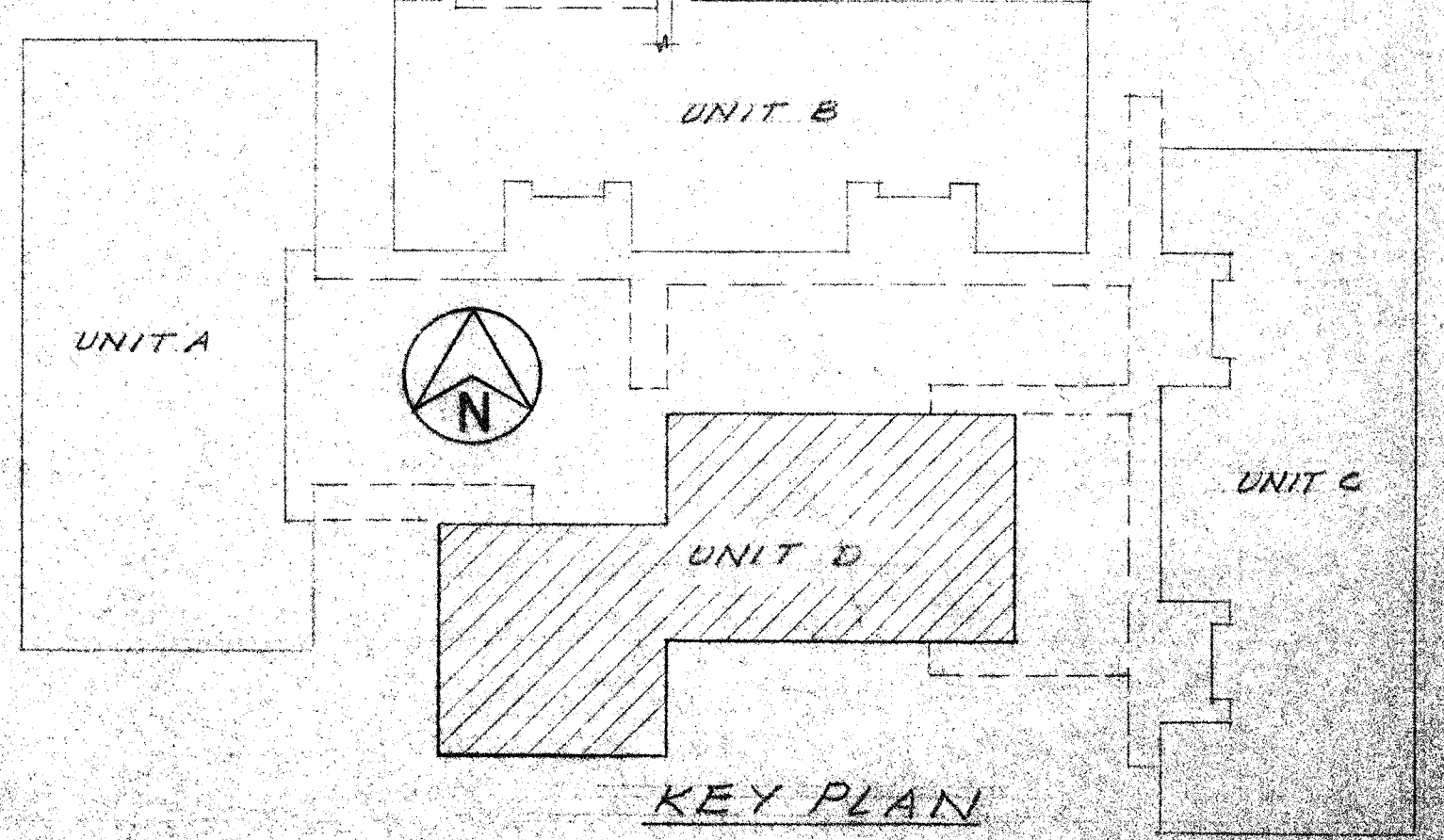
E4

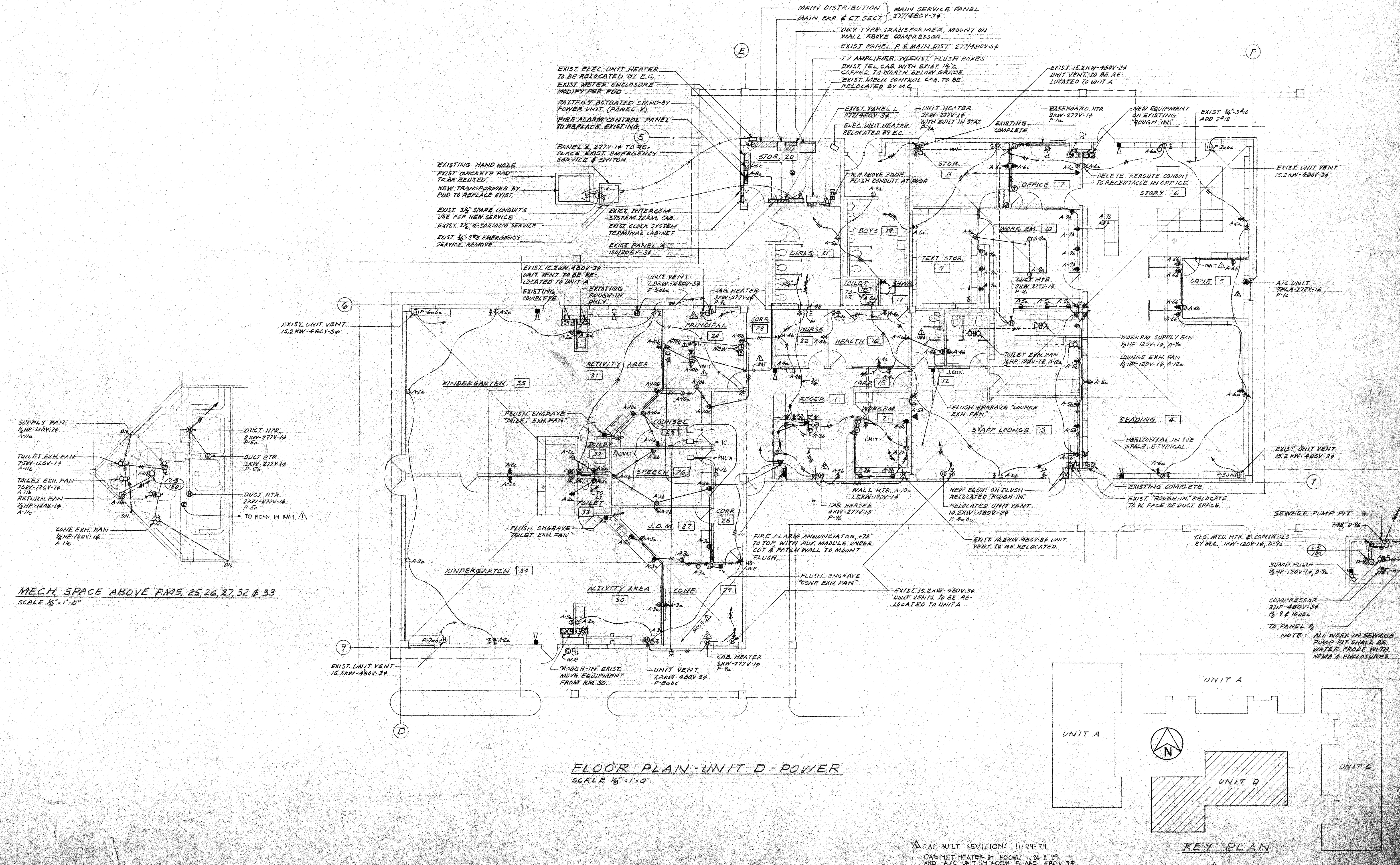
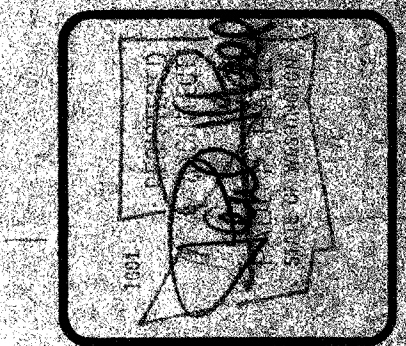


DEMOLITION PLAN - UNIT D - LIGHTING
 SCALE 1/8" = 1'-0"



FLOOR PLAN - UNIT D - LIGHTING
 SCALE 1/8" = 1'-0"





MECH. SPACE ABOVE RMS. 25, 26, 27, 32 & 33
 SCALE 1/8" = 1'-0"

FLOOR PLAN - UNIT D - POWER
 SCALE 1/8" = 1'-0"

Δ 'AT-BUILT' REVISION: 11-29-78
 CABINET HEATER IN ROOM 1, 24 & 25
 AND A/C UNIT IN ROOM 5 ARE 480V 3P
 POWER SUPPLY WIRING AND CIRCUIT BREAKERS
 HAVE BEEN CHANGED TO MATCH

Δ 'AT-BUILT' REVISION: OCT 4, 1977