

PORT TOWNSEND SCHOOL DISTRICT NO. 50
Special School Board Meeting, 6:00 p.m.
August 8, 2016

"Discover the Power of Learning"

Mission:

In partnership with home and community, Port Townsend School District provides a learning environment where each student develops the knowledge and skills to become a creative, successful and engaged citizen.

01. Location/Time

01.01 Gael Stuart Building, 1610 Blaine St., Room S-11, Port Townsend, WA, 6:00 p.m.

02. Call to Order

02.01 Roll Call

03. Agenda

03.01 Approval of Agenda

04. Public Comments

05. Update on Construction Project for New Elementary School

- 05.01 Building Vision
- 05.02 Reference Material
- 05.03 New School FAQ

06. Action Items

- 06.01 Approval of Contract for Integrus Architecture
- 06.02 Approval of Contract for The Robinson Company
- 06.03 Approval of Contract for Northwestern Territories

07. Adjournment

08. Next Meeting

- 08.01 August 22, 2016, Budget Extension Hearing, 1610 Blaine St., Room S-11, 5:30 p.m.
- 08.02 August 22, 2016, Regular Meeting, 1610 Blaine St., Room S-11, 6:00 p.m.

A Building Vision



**For Our New Elementary
School**

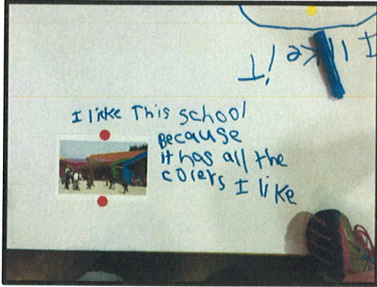
Core Beliefs about Learning and Teaching

1. Learning how to learn is at the heart of the matter.
2. Experience is the key to productive learning.
3. Subject matter does not represent an end in itself;
4. Learner interest is significant.
5. Project-based learning
6. Real world connections
7. Reflective thinking
8. The process of education should take precedence over the product.

Beliefs partly based on brain-based learning principles of Caine, R. N., & Caine, G (1994, 2004). Reference: Ellis, A. (2005). *Innovations From Brain Research* (4th ed). Larchmont, NY: Eye on Education.

Our Work

- Listen to hopes and dreams for our students from community members, staff, families, and students
- Create experiences that will set high aspirations for teaching and learning
- Focus on Relationships, Culture and Learning Experiences



Student writing from exercise with Integrus Architecture on envisioning the new school



School visioning workshop with Pre-K to 5 staff

Teacher and Community Vision Created Building Design

Spring 2016- Six+ days of meetings to gather PK-5 teacher and staff input.

Describe the culture and relationships a school where learners thrive.

Describe a day in the life of a learner who experiences this culture and these relationships.

Describe the learning spaces that will support the engagement and joy of our students.

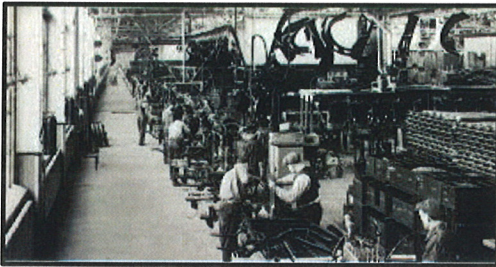
Architects were present at each meeting, and then designed and re-designed based on staff vision and discussions

Guiding ideas

Building for the next 50 years

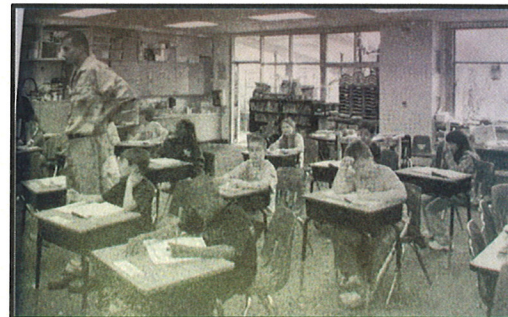
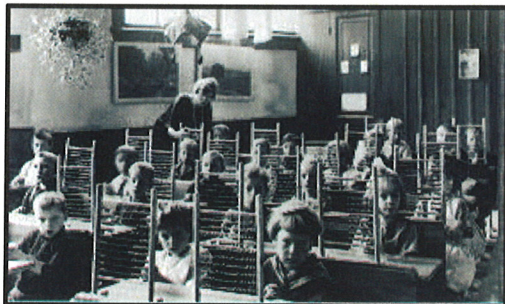
We provide learning experiences to prepare students for *their* future

- District Vision and Mission
- Maritime Discovery Schools
- 21st Century Schools



Guiding Ideas

Create learning spaces for flexible use



“We shape our buildings; thereafter they shape us.” Winston Churchill

Four Metaphors for Learner's Needs



Life



Cave



Watering hole

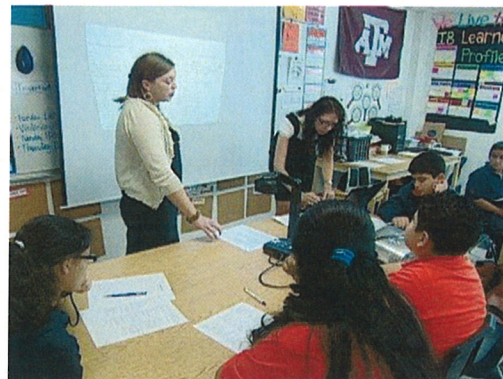


Campfire

Guiding Ideas

Staff development during the 2 years before school opens...
to create the skills and culture to see their vision through to
reality

- Project based learning
- Collaborative Teaching Models
- Personalizing learning



Guiding Ideas

Change creates sense of uncertainty *and* generates positive energy.

Team Teaching at Grant Street in 2016–17

- Katie Pangelinan and Sally Shaw-Dankert, Kindergarten
- Heather Sanders and Kaleen Steinke, 1st Grade
- Denise Aedan and Dorothy Stengel, Grades 1 and 2 Multiage
- Dawn Braden and Peter Braden, Grades 1 and 2 Multiage
- Molly O'Brien and Bonnie Stenehjem, Grades 2 and 3
- Cherry Chenruk-Geelan and Betsy Hart, OPEPO



Flexibility is a Key

The school design is focused on:

Flexible use of space for learning and collaboration and

For a Future we cannot predict



Bibliography

Teacher Isolation

<http://www.theatlantic.com/national/archive/2012/04/alone-in-the-classroom-why-teachers-are-too-isolated/255976/>

http://blogs.edweek.org/teachers/teaching_ahead/2014/11/peer-observation-teachers-improve-collaboration.html

Team Teaching, Co-teaching, Teacher Collaboration

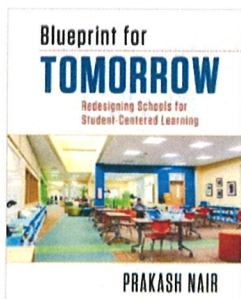
[No Money, No Problem! Team Teaching Lifts a Failing School—10 Years Running](#)

<http://www.edutopia.org/stw-yes-prep-team-teaching-video>

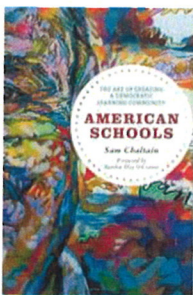
<http://www.marilynfriend.com/approaches.htm>

<http://corelaboratewa.org/so-youre-thinking-about-co-teaching/>

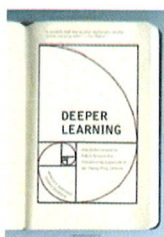
<http://www.friendshipcircle.org/blog/2013/03/25/the-benefits-of-co-teaching-for-students-with-special-needs/>



Blueprint for Tomorrow, Prakash Nair, 2014



American Schools: The Art of Creating a Democratic Learning Community, Sam Chaltain, 2010.



Deeper Learning, How Eight Innovative Public Schools are Transforming Education in the Twenty-First Century. Martinez and McGrath, 2014.

Project Based Learning

<http://www.teachthought.com/learning/project-based-learning/4-keys-to-designing-a-project-based-learning-classroom/>

<http://www.edutopia.org/blog/thinking-through-project-based-learning-suzie-boss>

District **Mission:** Through community focused, maritime place-based projects, students develop effective thinking, effective action, and effective relationships. As a result, our students demonstrate meaningful accomplishments as engaged citizens.

Core Principles:
Innovation impacts real community needs

Empowered learners own their learning

Learning is connected day-to-day and year-to-year

Learning is embedded in authentic activities and projects

Meaningful relationships develop while learning

Our maritime community, in all its facets, provides rich resources for place based learning.

"We are looking forward to having a structure that reflects the quality work that happens at Grant Street School every day. It's going to be wonderful to have all of elementary students under one roof; safe and proud of their learning environment."

PLACE
STAMP
HERE

Port Townsend School District
1610 Blaine Street
Port Townsend, WA 98368



Frequently Asked Questions
New Elementary School
Project



PORT TOWNSEND
School District
LEARNING THROUGH A SENSE OF PLACE



Port Townsend School District's New Elementary School Frequently Asked Questions

When will the new school open?

The new school is scheduled to open in the Fall of 2018.

What is the name of the new elementary school?

The new school is still unnamed. Look for a contest to name the new school during the 2016-17 school year. Join in to help name the new school!

Who designed the building?

Community members, students, and Pre-K through Grade 5 teachers and staff helped to create the vision for the new elementary school. Based on their vision statements, the architectural firm Integrus, of Seattle, created the building design.

What is the name of the construction company?

The construction company is Absher Construction of Puyallup, WA. This construction

Who is the project manager?

The project manager, Kirk Robinson, of The Robinson Company, of Seattle, will manage the project for the district and work with both Integrus and Absher to ensure an efficiently run and cost effective project.

What grade levels will attend the school?

Students Pre-K through 5th grade will attend the school, including the multiage grades 1-5 OPE-PO program.

Is this an environmentally designed building?

Yes, this building will meet rigorous standards for environmental design.

When will the new construction begin?

Soil testing is the first step in construction, which has already been completed. Noticeable construction activity will begin in the Spring of 2017.

Will this building be designed for student safety?

The building will have a gate that closes the courtyard during the school day to limit access and ensure student safety. Additionally, there will be a limited number of entry points into the building to allow full supervision of who enters and leaves the school.

What provisions will be made in the building design to ensure individuals with disabilities have equal access?

There is a walkway from the bus area to the main office entrance that will be accessible to wheelchairs. At the courtyard entrance to the school on Grant Street, there will be a ramp to walk up to the next level with a wheelchair that will meet the Americans with Disabilities Act standards. An elevator to the library level

Learning Through a Sense of Place

What will happen for recess during construction?

Recess schedules are being made that have a smaller number of classes go to recess at a time, creating the ability to have a smaller play area during construction.

How much space will the new school site have for outdoor features such as a play area and the school garden?

The play area has been increased in size dramatically in design revisions and will include a field to allow organized sports both during the school day and for community groups after school. The school garden space has also been dramatically increased and will become a production garden that will feed students at the new elementary school.

What resources will the school provide the community in the new facility?

The new school will have many resources available to the larger school community. There are plans for a well-child clinic, family education center, library use during after school hours, connections to social services, and recreation opportunities outside and in the gymnasium during after school hours.

How can I learn more about the new elementary school?

Check the Port Townsend School District website at www.ptschools.org



Document B103™ – 2007

Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

AGREEMENT made as of the 1st day of March in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

Port Townsend School District No. 50
1610 Blaine Street
Port Townsend, Washington 98368

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

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

Integrus Architecture
117 South Main Street, Suite 100
Seattle, Washington 98104
Telephone: (206) 628-3137
Facsimile: (206) 628-3138

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

Grant Street Elementary Replacement Project
1637 Grant Street
Port Townsend, Washington 98368

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

The Grant Street Elementary School Replacement Project will consist of a new 63,000 – 65,000 square foot elementary school facility that will primarily serve grades K-5. Also housed at the new facility will be the District's birth – 3 year old and preschool programs. The new school will have the capacity to house up to approximately 600 students in all of the above mentioned programs. The new school is a primarily one-story structure that contains an upper level of administrative, library and classroom spaces and a lower level of gym, cafeteria and kitchen spaces. The existing school will remain in operation for the duration of the Project. As a result, careful master planning and phasing must be incorporated into the overall Project strategy to ensure that student safety and learning are not compromised.

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Educational Specifications dated TBD, prepared by the Architect and as modified by staff conferences.

§ 1.1.2 The Project's physical characteristics:

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

As described in Section 1.1 above. The existing site contains a relatively steep natural slope from north to south.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in ~~Section 6.1:~~Article 6:

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

Init.

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User Notes:

(1129531202)

Amount of the Owner's budget for the Cost of the Work, excluding without limitation the Architect's compensation and sales tax, ("Maximum Allowable Construction Cost" or "MACC" as described in Article 6) is \$26,500,000. Base bid shall be designed at 95% of the MACC with 5% in alternates. As described in Section 5.3, the "MACC" as described in this B103 Agreement is not equivalent to the "MACC" described in the A133 Agreement.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

<u>Schematic Design Documents:</u>	<u>Completion: July 10, 2016</u>
<u>Design Development Documents:</u>	<u>Completion: November 3, 2016</u>
<u>75% Complete Construction Documents:</u>	<u>Completion: February 13, 2017</u>
<u>90% Complete Construction Documents:</u>	<u>Completion: March 27, 2017</u>
<u>100% Complete Construction Documents:</u>	<u>Completion: May 1, 2017</u>

.2 Commencement of construction:

<u>Anticipated major Subcontract Bid Opening:</u>	<u>May 23, 2017</u>
<u>Anticipated Commencement of Construction:</u>	<u>June 8, 2017</u>

.3 Substantial Completion date or milestone dates:

<u>Anticipated Substantial Completion Phase 1:</u>	<u>August 1, 2018</u>
<u>Anticipated Substantial Completion Phase 2:</u>	<u>August 15, 2018</u>
<u>Anticipated Final Completion:</u>	<u>September 15, 2018</u>

.4 Other:

The Owner and the Architect may agree to additional milestones.

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

The Owner intends to procure construction services through the GC/CM process in RCW 39.10. If the Owner and the selected GC/CM cannot come to terms on a GMP amendment, the Owner may elect to use competitive bidding pursuant to RCW 28A.335.190 at no change to the Architect's Fee. The term "Contractor" in this Agreement refers to the contractor engaged by the Owner, whether engaged by competitive bidding or selected through the RCW 39.10 GC/CM delivery method. Prevailing wages are required pursuant to RCW 39.12.

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

There may be early Subcontractor bid packages for early site development.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

When this Agreement states that services will be performed as a part of "Basic Services," it is understood to mean that such services may be under "Basic Services" or under "Other Basic Services" (or both) in the Architect's Fee matrix.

The Architect shall meet with all utility providers, design utility work, submit documents in advance of stated deadlines, secure approvals, and collect, prepare and submit close out documentation.

The Architect is providing Detailed Cost Estimating, Energy Life Cycle Cost Analysis, Commissioning coordination and response, Value Engineering coordination and response, and Constructability coordination and response as a part of Basic Services.

The Project shall be designed and permitted to conform to all applicable State, county, and other jurisdictional and utility service provider requirements, standards, and regulations. As a part of Basic Services the Architect shall comply with the Washington State Sustainable Schools Protocol ("W.S.S.P").

The Architect's Basic Services include coordinating and attending meetings with School District staff to gather information and ideas from appropriate stakeholders. All meetings shall be organized and coordinated by the Owner. Initial meetings should occur in the earliest stages of design. The ideas and suggestions generated in these meetings will be considered (stakeholder comments will be directed through the Owner and/or PM) and, if accepted by the School District, implemented by the Architect in the design. The Architect will include an appropriate staff member of 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 any presentation to stakeholders.

Any services previously provided by the Architect to the Owner for the Project (prior to the execution of this Agreement) shall also be governed by this Agreement and shall be Basic Services hereunder. The Architect's services hereunder will be consistent with and further develop the services that the Architect previously provided to the Owner.

The Project will receive some State grant funding through the State Board of Education. The Architect shall assist with any documentation needed therefore. The Project shall meet the grant requirements of the Office of Superintendent of Public Instruction ("OSPI").

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

Brad Taylor
Manager, Facilities Services
Port Townsend School District No. 50
1610 Blaine Street
Port Townsend, Washington 98368
btaylor@ptschools.org

All communications shall be directed to the Owner's Project Manager identified below except for notices required by this Agreement, which shall be sent to the Owner's representative identified above. The Project Manager shall receive copies of all correspondence and submittals with third parties, AHJ's and Contractors.

Kirk Robinson and Craig Sheets
The Robinson Company
101 Stewart Street, Suite 925
Seattle, Washington, 98101
Facsimile: (206) 441-8991
bkrobinson@robinson-co.com
csheets@robinson-co.com

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

The Office of the Superintendent of Public Instruction, State Department of Energy, State Department of Ecology, City of Port Townsend, Jefferson County, Department of Health, jurisdictional utility providers, and others as required to review the Architect's submittals.

Init.

The Owner's Board of Directors will also receive and approve certain submittals from the Architect including without limitation the schematic design, design development, and construction documents, and will further grant approval for the Owner to proceed with the bid and award the Contract for Construction.

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

~~.1~~ ~~Cost Consultant:~~

~~.2~~ ~~Scheduling Consultant:~~

.3 Geotechnical Engineer:

Northwestern Territories, Inc.

~~.4~~ ~~Civil Engineer:~~

.5 Other, if any:

(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)

Hazardous Materials:

NWA

Survey:

Northwestern Territories, Inc.

Special Inspections:

TBD

Commissioning Agent:

TBD, if used

Traffic Consultant:

Heffron Engineering

All information provided by the Owner's consultants shall be reviewed and coordinated by the Architect and its consultants, and incorporated at no cost into the Project design as a part of the Architect's Basic Services.

§ 1.1.11 The Architect identifies the following ~~representative~~ representative, who shall be authorized to act on the Architect's behalf with respect to the Project, in accordance with Section 2.3:
(List name, address and other information.)

Brian Carter

Further, the Architect shall employ a Project Manager and Project Architect from the Schematic Design Phase through Construction Phase. The Architect identifies Brian Carter as its Principal and Loretta Sachs as its Project Manager, who shall each be authorized to act on the Architect's behalf with respect to the Project, pursuant to Section 2.3. The Architect will also provide a management plan for each Phase of the Project, including an organization chart that shows the employees of the Architect and Consultants of every tier assigned to the Project. The Architect shall not change either the Project Manager or the Project Architect without the Owner's prior written approval.

§ 1.1.12 The Architect ~~will retain~~ shall engage consultants qualified by training and experience in their respective fields to address the requirements of the Project. All consultants of the Architect shall be acceptable to Owner. 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 be consistent with the terms of this Agreement. The Architect will retain, at the Architect's expense, the consultants identified in Sections 1.1.12.1 and ~~1.1.12.2~~ 1.1.12.2, and the Architect represents that they constitute all consultants reasonably necessary for the design of the Project:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained by the Architect under Basic Services:

.1 Structural Engineer:

Integrus Architecture

.2 Mechanical Engineer:

Metrix Engineers

.3 Electrical Engineer:

Travis Fitzmaurice and Associates

~~.2 Mechanical Engineer:~~ .4 Other Consultants:

Civil Engineer: LPD Engineering

Landscape Architect: Cascade Design Collaborative

Food Service/Kitchen Consultant: Halliday Associates

Detailed Cost Estimator: C & N Consultants

~~.3 Electrical Engineer:~~ Acoustical Consultant (Internal): TBD

Init.

Interiors: Integrus Architecture

Technology: Travis Fitzmaurice and Associates

Hardware: TBD

§ 1.1.12.2 Consultants retained by the Architect under Additional Services:

None.

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

.1 It is anticipated that the Work for this Project may be performed under GC/CM contract and that the GC/CM will separate the Project into individual Subcontract bid packages.

.2 If any asbestos abatement work is required for the Project, it will be performed by the Owner and not the Architect. However, the insertion and coordination of any necessary drawings and/or specifications concerning the removal of hazardous materials into the Construction Documents shall be performed as a part of Basic Services.

.3 Areas requiring hazardous material removal shall be identified by the Owner using a licensed and insured geoenvironmental agent to perform an environmental site assessment prior to design completion. If hazardous material removal is required it will be designed by a consultant retained by the Owner; the abatement will occur under a separate contract by a different entity. Any areas requiring additional work as determined by the permitting agency to comply with existing codes and regulations should be delineated by the Architect, and existing electrical and mechanical hook-ups located outside the building should be properly designated by the Architect. The Architect should perform or direct performance of whatever reasonable on-site investigation may be necessary to determine the condition of any remaining structure so that the design that will result from this Agreement is compatible and interfaces with the as-built conditions of any such existing structures. While all existing conditions cannot be fully known (because of hidden conditions or conditions not reasonably inferable from site observations or any as-built drawings); and the Architect is not expected to interface with unknown conditions of the existing structure, the Architect will recommend a reasonable program of investigation and testing. Destructive inspection and testing approved in writing by the Owner will either be an Additional Service or be a Reimbursable Expense.

.4 The Architect and its consultants will undertake and participate in on-going value engineering and constructability during all phases of the design up through 50% Construction Documents.

.5 Because the statutory GC/CM procedure will be utilized, the Architect shall work cooperatively with the selected Contractor throughout the Project design phases to minimize constructability issues and maximize delivered value to the Owner. The Owner, the Architect, the Contractor, and their respective consultants will also participate in formal value engineering, constructability-review, commissioning, and sustainability-review processes at appropriate stages of the design and consistent with W.S.P. protocol. During these formal processes, and as required by the Owner, the Architect will meet with and brief the Owner, Contractor, and/or other consultants and answer their questions to determine the advisability of changes in Drawings and Specifications. Changes will be proposed to the Drawings and Specifications as a result of these formal processes. The Architect and its consultants (whether retained under Basic or Additional Services), as a part of Basic Services, shall participate in these and other processes and will support, brief, and meet with the Owner, Contractor, and their consultants, answering their questions and working to determine the advisability of changes in the Architect's design documents as recommended. To the extent that any design changes are requested by the Owner or Contractor after such consultation, the Architect shall make such changes as the Owner directs provided such changes do not violate any applicable laws and/or safety regulations. To the extent that any directed changes are inconsistent with the initial Program requirements, such changes shall be a Change in Services for which the Owner shall compensate the Architect as provided in this Agreement, provided that the requested changes are not the result of errors, omissions, or deficiencies in the actions or work product of the Architect or its consultants. No Change in Services, and no other services entitling the Architect to additional compensation, shall be performed without prior written authorization of the Owner. The Architect shall not receive any compensation beyond the Fee set forth in this Agreement without the prior written authorization of the Owner.

Init.

.6 The Architect's assistance with the Owner's preparation of the SEPA assessment checklist is a part of the Architect's Basic Services. Land use action beyond SEPA, if required, shall be a Change in Services to be negotiated by the Owner and Architect prior to the commencement of any such services. Sight distance studies including engineering, reports, drawings, presentations and coordination with code agencies, if required, shall be a Change in Services.

.7 The Architect shall assist the Owner in the Owner's preparation and submittal of documents for the NPDES permit and storm water report, and for land-use related tasks such as CUP/SUP.

.8 The Architect shall provide CADD modeling as part of its Basic Services.

.9 As part of its Basic Services, the Architect is to design to 95% of the MACC, with 10% of the MACC to be alternates.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Architect shall provide prompt notice to the Owner and, if agreed by the Owner, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and/or the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. Agreement during all phases of the Project. The Architect will perform the services through itself, its employees and consultants.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care as would be exercised by a reasonable and prudent design professional ordinarily provided by architects practicing in the same or similar locality on similar projects under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall cooperate with the Owner, the Contractor, and others for the benefit of the Project and shall endeavor to maintain good working relationships among all members of the Project team.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect shall not change the representative without the Owner's prior written approval. Contact information, including cell phone number, shall be provided.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect and its consultants 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, at its sole cost and expense, secure and maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. The Architect shall also maintain state workers' compensation coverage as required by law. The Owner must approve in writing any deviation from this requirement.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than (\$) for each occurrence and in the aggregate for bodily injury and property damage. Commercial General Liability with policy limits as set forth below: (a) bodily injury (including death) in the amount of no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate with a \$2,000,000 products aggregate limit and (b) property damage in the amount of no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate with a \$2,000,000 products aggregate limit (deductible of up to \$100,000 permitted).

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than two million dollars (\$ 2,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for ~~Comprehensive Commercial~~ General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability (~~Washington Stop-Gap~~) with a policy limit of not less than (\$~~—~~)-\$1,000,000 per occurrence.

§ 2.5.5 Professional Liability ~~covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (\$~~—~~) per claim and in the aggregate as set forth below:~~ The Architect shall maintain from the start of the Project and for six (6) years after Substantial Completion (or, if earlier, until demolition of the buildings) professional errors and omissions insurance in an amount no less than \$2,000,000 per claim / annual aggregate (deductible of up to \$100,000 permitted). The Architect shall promptly notify the Owner of any material changes to, interruption of, or termination of this insurance. At its option, the Architect either shall obtain "project" insurance in the above amount covering the professional errors and omissions of its subcontractors and consultants of any tier, or shall contractually require its structural, civil, electrical and mechanical consultants to maintain professional errors and omissions insurance in an amount of at least \$2 million and shall require its other consultants to maintain insurance of at least \$1 million. If professional errors and omissions insurance is not reasonably available for or applicable to a class of consultants, the Architect must so notify the Owner immediately.

§ 2.5.6 ~~The~~ All such insurance shall be placed with such insurers and under such forms and limits of policies as are reasonably acceptable to the Owner and with a Best Rating of A or better with a financial rating of VII or better. Within ten (10) days of execution of this Agreement and annually thereafter as requested by the Owner, the Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show ~~the Owner as an additional insured~~ the Owner, its successors and assigns and the respective directors, employees and agents of each of the foregoing, as additional insureds with completed operations on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. Such certificates of insurance shall have additional 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 shall not expire, be cancelled or materially changed by either party without giving thirty (30) days' prior notice to the Owner of such expiration, cancellation or change. The foregoing requirements as to insurance and acceptability to the Owner of insurers and insurance to be maintained by the Architect shall not in any manner limit or qualify the liabilities or obligations assumed by the Architect under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and ~~include usual and customary structural, mechanical, and electrical engineering services, otherwise in this Agreement, including those provided by the consultants identified in Section 1.1.12.1, and include usual and customary structural, civil, landscape, acoustical, mechanical, electrical, and the other engineering services necessary to produce a reasonably complete and accurate set of Construction Documents (except to the extent specifically provided herein by the Owner or as specifically provided as an Additional Service).~~ Services not set forth in this Article 3 ~~are Additional Services, or otherwise in this Agreement are Additional Services.~~ The Architect shall provide to the Owner the submittals required by this Agreement and the Contract Documents. The Architect's submittals shall include both hard copy documents and electronic .PDF files (to be provided, at the Owner's request, on CD or DVD) and shall be provided in the quantities identified by the Owner. All "large format" drawings shall be submitted to the Owner in half-size. PDF files shall include bookmarks for each design discipline and sheet, including sheet numbers and titles. Sections 3.5.2.7 and 3.6.6.3.2 identify additional submittal requirements.

§ 3.1.1 The Architect shall manage the Architect's services, and the services of the Architect's consultants, and administer the Project to the extent specified in this Agreement. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, ~~communicate with members of the Project team and report progress to the Owner, and prepare minutes for public and private community, pre-construction, bidding, and weekly Project meetings, and any necessary meetings with utility purveyors and authorities having jurisdiction.~~ The Architect shall also provide an organization chart, management plan for the Project, an account of its quality control procedures, and a monthly status report and schedule in a format approved by the Owner. During construction, the Architect shall maintain and provide construction logs for submittal reviews, RFIs, ASIs, COPs, PRs and CCDs and

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share with the Owner on a regular basis. During construction, the Architect and engineers will review the Contractor and Subcontractor as-built mark-up drawings on a monthly basis in sequence with the Architect's and Owner's monthly review of payment applications. Review and approval of as-builts by civil, mechanical, and electrical Subcontractors of any tier by the appropriate engineers will be required for approval of payment for that division of Work, and will be so noted in the general contractor's contract.

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner ~~and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule for the Owner's~~ approval, a schedule of the Architect's services. The Architect's initial schedule shall be consistent with the milestones identified in Section 1.1.4 and may be adjusted in writing by mutual consent of the parties as the Project proceeds. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services. When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, preconstruction deliverables of the Contractor, commencement of construction and Substantial Completion of the Work.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's consent or approval.

§ 3.1.7 The Architect shall, at appropriate times, shall review and comply with currently existing laws, codes, and regulations applicable to the Architect's services. The Architect shall, at appropriate times and with sufficient time to avoid delay, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall contractually require that the services of all the Architect's consultants comply with currently existing laws, codes, regulations and governmental authorities. The Architect shall promptly notify the Owner of the nature and impact of any conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, and the Owner will cooperate with the Architect in an effort to resolve the conflict.

§ 3.1.8 The Architect shall have primary responsibility for obtaining required approvals of all relevant governmental authorities having jurisdiction over the Project and utility approvals, unless otherwise noted herein, and shall do so in a timely manner to not delay the orderly progress of the Project. The Owner shall assist the Architect in connection with these matters. The Owner shall have primary responsibility for the timely filing of documents required by the Office of the Superintendent of Public Instruction and the Capital Projects Advisory Review Board and the Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, such filing. The Architect shall have primary responsibility for applying for building code reviews of the Contract Documents, shall provide separate packages of documents for local, state and other applicable permit and document review applications. The Architect, in conjunction with Owner's consultants, shall coordinate and attend meetings with governmental bodies and utility providers, and shall make application for and coordinate all necessary master use, zoning, land use, SEPA, right-of-way, and building permits, and utility applications. As part of Basic Services, the Architect shall make all revisions to the construction documents required by state, local and other applicable reviews as required to

comply with applicable codes, laws and interpretations thereof in effect as of the date of commencement of the Construction Documents Phase and any pending revisions to such codes, laws and interpretations which are or should reasonably be known to the Architect.

§ 3.1.9 The Basic Services will result in a Project design consistent with the Owner's purpose and which serves its program and requirements for use. At the time of performance, the Architect shall be properly licensed, equipped, organized and financed to perform the services. The individual(s) listed in Section 1.1.11, a principal member of the Architect's firm, shall act as the principal in charge and shall be actively involved in all phases of the Project, shall be the prime contact with the Owner, and shall not be changed without the Owner's consent; changing the Architect's representative without the Owner's consent shall constitute cause for termination under this Agreement. 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.

§ 3.1.10 The Architect shall, at no cost to the Owner, promptly and satisfactorily correct any services which are defective or not in conformity with the requirements of this Agreement unless the Owner directs the Architect to not perform corrective action. If the Architect fails to make such correction within seven (7) days of written notice from the Owner, the Owner may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this Agreement) the cost from the Architect. The obligations of the Architect to correct defective or nonconforming services shall not in any way limit any other obligations of the Architect, and the Owner's right to make corrections and charge the Architect therefore 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.

§ 3.1.11 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.

§ 3.1.12 The Architect shall be and operate as an independent contractor in the performance of the Services and shall have control over and responsibility for all personnel performing the services. 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 to act 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; initiate any direction (such as an RFI response or ASI) that results in a change in the Contract Sum or Time; authorize any payments or accept or approve any documents, work, services, goods or materials which result in a change in the construction Contract Sum or Contract Time without prior written approval of the Owner; or act as or be an agent or employee of the Owner.

§ 3.1.13 Neither the Architect nor any of its consultants of any tier shall utilize on this Project any employee who is a registered sex offender or who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Architect shall remove from the services any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable at no cost to the Owner. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 3.1.14 The Architect shall comply with all applicable provisions of RCW 49.60, the Law Against Discrimination.

§ 3.1.15 The Architect recognizes that, because the Owner intends to procure construction services through the GC/CM procurement method of RCW 39.10, there will be additional input into the design that would not occur

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through the bidding process of RCW 28A.335.190. The GC/CM process will also likely (but is not guaranteed to) result in less time spent during construction administration than would be incurred for a project procured through RCW 28A.335.190. The Owner and Architect agree that all aspects of any additional time spent on design or procurement, including but not limited to GC/CM coordination, incorporation of comments, updating of drawings and specifications, subcontractor bidding, and multiple bid packages, is included within the Architect's Fee for Basic Services and shall not be the basis for any request for additional compensation from the Architect.

§ 3.1.16 The Architect will coordinate its preconstruction services with the Owner's selected Contractor and will perform the Preconstruction Phase services required of the Architect as set forth in the Contract for Construction, AIA Document A133™-2009. The Owner will be responsible for coordinating the activities of the Project Team during the Preconstruction Phase. During preconstruction and the Construction Phase, the Architect shall work with the selected Contractor to make recommendations for alternate or substitute technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies.

- .1 The Architect shall schedule and conduct meetings with the Contractor and Owner on a bi-weekly basis during the Design Development and Construction Document Phases to discuss such matters as procedures, progress, coordination, sequencing, phasing, and scheduling of the Work. The Architect shall work with the Contractor to advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Architect and Contractor will also actively and collaboratively provide recommendations consistent with the Project requirements to the Owner on constructability and value engineering; availability of materials and labor; time requirements for procurement, installation and construction; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; traffic planning; factors related to construction quality, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, value engineering, and possible cost reductions.
- .2 The Architect shall review with the Contractor and Owner the Schematic Design Documents, Design Development Documents, Construction Documents, Specifications, and other Contract Documents as they are developed and completed. These documents include those that may be developed at different rates for different components of the Project. Design review activities are to be a cooperative and collaborative effort.
- .3 The Architect shall work with the Contractor and Owner on the Contractor's constructability plan with a goal of reducing cost, saving time, improving quality, reducing risk and improving the overall process of Project delivery. Key objectives of the constructability plan are to create and maintain a well-planned, safe, effective, cooperative and mutually beneficial work environment for all participants. A primary objective of these efforts will be to assist the Owner to endeavor that the final GMP does not exceed the Owner's budget and the Project is completed on time.
- .4 The Architect will participate in value engineering at the beginning of the Design Development Phase. The Architect and the Contractor will brief the Owner and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value engineering will include selecting building systems, with final selection of systems to occur prior to the start of the Contract Documents Phase.

§ 3.1.17 The Architect will collaborate with the Contractor and Owner on cost estimates throughout preconstruction. The Contractor will prepare detailed cost estimates following completion of the Design Development Phase, when Construction Documents are 90% complete (the "GMP estimate"), and following completion of the Construction Documents Phase. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall request that the Contractor prepare and update, at appropriate intervals, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Contractor agree on a Guaranteed Maximum Price for the Work.

§ 3.1.18 When the Drawings and Specifications are at least 90% complete, the Architect will submit the "GMP set" of Construction Documents to the Contractor, and request that the Contractor, within forty-five (45) days of receipt, prepare a Guaranteed Maximum Price proposal for the Owner and Architect's review and the Owner's acceptance. The Architect shall meet with the Owner and Contractor to review the Guaranteed Maximum Price proposal. In the

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event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Contractor, who shall make appropriate adjustments. The Owner shall authorize the Architect to provide revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Amendment.

§ 3.1.19 The Architect shall review and provide recommendations to the Owner and Contractor on the Contractor's subcontracting plan prior to conclusion of the Design Development Phase.

§ 3.1.20 The Architect shall review and comply with currently existing laws, codes, and regulations applicable to the Architect's services. The Architect shall, at appropriate times and with sufficient time to avoid delay, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall contractually require that the services of all the Architect's consultants comply with currently existing laws, codes, regulations and governmental authorities. The Architect shall promptly notify the Owner of the nature and impact of any conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, and the Owner will cooperate with the Architect in an effort to resolve the conflict.

§ 3.1.21 The Architect shall submit design and review documents to the Owner as described in this Agreement as well as at intervals appropriate to the design process for purposes of evaluation, review, and approval by the Owner. Upon request of the Owner, the Architect shall make presentations as described in this Agreement to explain the design of the Project to representatives of the Owner. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design. However, the Owner's approval of design documents shall in no way be construed as a waiver of any rights or requirements as set forth in this Agreement.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in a timely manner 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 and Contractor (if the Contractor has been selected) alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner-Owner, which the Architect shall confirm in writing, 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. These documents shall establish the conceptual design of the Project.

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

§ 3.2.5.1 The Architect shall meet W.S.S.P. requirements and shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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§ 3.2.5.2 The Architect shall consider and discuss with the Owner and Contractor 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 schedule and budget for the Cost of the Work.

§ 3.2.5.3 During this phase, the Architect will meet with the Owner, building staff and building users, the Contractor (if the Contractor has been selected), applicable building and planning officials, the Fire Marshall, health officials, gas, power, water and sewer providers, and potential staff and neighborhood community groups, and the consultants of any of them, as required, and issue minutes for each meeting indicating action items and responsible party.

§ 3.2.5.4 The Schematic Design Documents shall include:

- .1 Design narrative; floor plans and elevations (including floor-to-floor dimensions) and conceptual civil site plans 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 Schematic plans and studies and design analyses including all design disciplines, including:
 - .1 Architectural:
 - (1) Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - (2) Preliminary exterior wall cross section and elevation indication location and size of fenestration, and indicating overall thermal transfer value for exterior wall envelope.
 - (3) Identification of roof system, deck, membrane flashing and drainage technique and indicating overall combined heat transfer coefficient for roof/ceiling composite and roof area.
 - (4) Identification of proposed finishes (includes all exterior surfaces, doors and windows).
 - (5) Site plan with building located and overall grading plan with a minimum of 5' – 0" contour lines. All major site development such as access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots should be shown.
 - (6) Gross and net area calculations separate to show conformance with the Program of Requirements.
 - .2 Structural: Identification and description of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).
 - .3 Mechanical:
 - (1) Preliminary square footage airflow (cfm) calculations.
 - (2) Schematic HVAC system layout that is compatible with one of the proposed systems to be studied with life cycle costing.
 - (3) A written description of three HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
 - .4 Electrical:
 - (1) Lighting concepts described noting types of fixtures to be used.
 - (2) Major electrical equipment roughly described.
 - (3) Schematic description including approximate location of electrical distribution system, including service entry, switchboards, motor control centers, panels, transformers and emergency generator, if required.
- .3 A written general description of the Project's responsiveness to the Educational Specifications,
- .4 A code analysis that includes fire, life, safety, handicap accessibility issues, presented in scaled drawing and written format,
- .5 A description of possible alternates,
- .6 A summary of total net and gross areas of the building,
- .7 An analysis of surface water, parking, set-backs, street improvements and access, impacts of wetland setbacks and below-grade water, square footage of impervious surface, and other zoning and land-use issues,
- .8 An identification of utility locations based upon the Site survey and other known information, and
- .9 A set of colored drawings, indicating prospective building site location, for the purpose of communicating to the public the intended location of the building.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Contractor, Owner and the Cost Consultant. The Contractor, Owner and Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, Article 6, and request the Owner's approval of the Schematic Design Documents. The Architect shall submit to the Owner a preliminary estimate of Construction Cost, itemized by major categories within each specification section and projected to the expected time of bid, and shall also submit a proposed time schedule for the design phases of the Project. Before the Architect proceeds with the Design Development phase, the Architect shall make a formal presentation of its Schematic Design to the Owner, and the Owner must approve in writing completion of the Schematic Design Phase and review the Maximum Allowable Construction Cost ("MACC") estimate provided by the Architect. The Owner's participation shall be deemed only an approval of the proposed concept and not the means, techniques, or non-finish materials recommended. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 During the Design Development Phase, as determined by the Owner, the Owner reserves the option to retain constructability-review and/or value engineering services in order to review the documents prepared by the Architect. If the Owner does so, changes will be proposed to the Drawings and Specifications as a result of these processes. The Architect and its consultants as a part of Basic Services shall participate in these processes by briefing the constructability consultants, answering their questions, and meeting with the Owner's representatives and constructability and/or value engineering consultants to determine the advisability of changes in the Architect's design documents as recommended by the constructability and/or value engineering consultants. Unless the changes are objectionable to the Architect from a liability perspective or if such changes are not in alignment with the established MACC, as a part of Basic Services the Architect shall make such changes as the Owner directs after such consultation.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.1.1 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 pursuant to Section 5.3 and Article 6, the Architect shall prepare Design Development Documents for the Contractor's review and the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect shall incorporate the commissioning consultant's requirements into the Design Development Documents at no cost. The Design Development Documents shall include:

- .1 An update to the proposed time schedule for the Project through Final Completion;
- .2 A description of any changes to the Project's responsiveness to the Educational Specifications and WSSP;
- .3 Confirmation of the net and gross areas of the building and square footage impervious surfaces;
- .4 An update of the outline specifications in C.S.I. format;
- .5 Architectural Drawings and Schedules;

- (1) floor plans, including space assignment, sizes, and location of installed or fixed and moveable equipment that affects the design of the spaces, and interior finishes;
 - (2) elevations, including exterior design elements and features, such as windows; materials; and mechanical and electrical features on walls and roofs, and interior elevations establishing the Owner's functional requirements, equipment and systems locations;
 - (3) reflected ceiling plans indicating ceiling materials, heights, and all architectural, mechanical and electrical features, devices and equipment;
 - (4) building and wall sections, including floor-to-floor dimensions, materials, openings and major features; and
 - (5) schedules, including but not limited to doors, windows, equipment and other applicable information.
- .6 Structural Drawings:**
- (1) plans and sections to show the extent and type of framing; and
 - (2) details and notes to show the structure's conformance to the provisions of applicable codes.
- .7 Mechanical Drawings and Schedules:**
- (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;
 - (2) section through critical areas showing coordination of architectural, structural, mechanical and electrical elements; and
 - (3) schedules, including but not limited to plumbing fixtures, HVAC equipment, software operating systems, and other applicable information.
- .8 Electrical Drawings and Schedules:**
- (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;
 - (3) layout for power, fire alarm and security systems, paging intercom, telephone, cable TV and data networks;
 - (4) schedules, including but not limited to lighting, equipment connections, software operating systems, and any other applicable information.
- .9 Civil drawings, to include grading, cut and fill calculations, paving, storm drainage, utilities, demolition and all other applicable information. If work is to be phased, separate drawings for each phase of construction shall be prepared;**
- .10 Landscape Drawings and Schedules, to including proposed materials, irrigation system layout and other applicable information. If work is to be phased, separate drawings for each phase of construction shall be prepared; and**
- .11 An update to the code analysis that includes fire, life, safety, and handicap accessibility issues, including ADA compliances.**

§ 3.3.1.2 In addition, when required by the Owner or a government jurisdiction as part of the land use, zoning, SEPA, building or related approval processes, the Design Development Documents may include a site plan and an update to any required analysis of surface water, parking, set-backs, street improvements and access, and other zoning and land-use issues.

§ 3.3.1.3 During this phase, the Architect will meet with the Owner, the building staff and building users, selected District review and evaluation teams including District teams by department, Owner's maintenance staff, the Contractor, end users, applicable building and planning officials, electricity, natural gas, water and sewer providers, the Fire Marshall, health officials, and its consultants, as required. The Architect shall issue meeting minutes for all meetings.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Contractor, Owner and the Cost Consultant. The Architect and the Owner shall meet with the Cost Consultant to review the Design Development Documents. The Architect shall advise the Owner of any adjustments to the prior estimate of Construction Cost. This revised cost estimate shall be projected to the expected time of bid and shall be itemized by detailed categories within each specification section to provide reasonable assurance that the Project cost will not exceed the MACC set for the Project.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, and any estimate from the selected Contractor, the Architect shall take action as required under Sections 6.5 and 6.6 and as requested by the Owner, and shall request the Owner's approval of the Design Development Documents. Before the Architect proceeds with the Construction Documents phase, the Architect shall make a formal presentation of its design to the Owner, and the Owner must approve in writing completion of the Design Development Phase. The Owner's participation and approval shall be deemed only an approval of the proposed concepts and not the means, techniques or non-finish materials recommended.

§ 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 Contractor's review and Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the coordinated requirements for construction of the Project, the quality levels of materials and ~~systems~~-systems, and other requirements for the construction of the Work. The Architect shall incorporate the commissioning consultant's requirements 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 3-6.4-3.6.4 and this Agreement. During this phase, the Architect will meet with the Owner, the building staff and building users, selected District review and evaluation teams including District teams by department, Owner's maintenance staff, end users, applicable building and planning officials, electricity, natural gas, water and sewer providers, the Fire Marshall, health officials, and its consultants, as required.

- .1 The Architect shall develop and comply with a schedule for the Construction Documents phase that includes the relevant milestones and detail required by the Owner and Contractor. The Architect shall provide the Owner and Contractor with working copies of the Construction Documents at any stage of completion as reasonably required by the Owner or Contractor. The parties will work collaboratively in communicating the status of the Construction Documents during the design phase.
- .2 The Construction Documents in a 65% complete condition ("permit set") shall be provided to the Owner and Contractor at least 90 days prior to the first planned bidding advertisement date. At the same time, if the Owner is no longer utilizing the GC/CM process, the Owner shall provide a draft of the proposed "Division 0, front-end documents" to the Architect including the Contract for Construction and Instructions to Bidders. The Architect shall continue working on the Construction Documents during the Owner's and Contractor's review. The Owner shall return the 65% complete Construction Documents with its comments to the Architect at least 75 days prior to the first planned bidding advertisement date.
- .3 The Construction Documents in a 90% complete, "GMP set" shall be provided to the Owner and Contractor at least 45 days prior to the first planned bidding advertisement date.
- .4 The Construction Documents in a 100% complete condition (i.e., ready for bidding) shall be provided to the Owner and Contractor at least 30 days prior to the first planned bidding advertisement date.
- .5 The Owner shall return the 100% complete Construction Documents with its comments to the Architect at least 16 days prior to the planned submission of Construction Documents for the GMP estimate. The Architect shall incorporate the Owner's and Contractor's comments and regulatory agency comments and provide the revised 100% complete Construction Documents to the Owner and Contractor 7 days prior to the planned submission of Construction Documents for the GMP estimate, and shall provide the Owner and Contractor with a redline set of the Construction Documents to demonstrate how the Owner's and Contractor's comments have been addressed.
- .6 At a minimum, all architectural plans with their respective structural, mechanical, and electrical utilities shall be submitted in full-sized hard copy and in AutoCAD and shall be provided to the Owner and Contractor in an approved electronic format as the Owner specifies. The Architect shall provide the most recent version of AutoCAD that is compatible with the Owner's current software. In addition, all schedules and schematic diagrams should also be included. Any separate detail plans should be shown on the larger, overall plans where applicable. Site plans should show the location, size and labeling of all utilities that are directly related to the Work as well as outlines of all structures within the Site. Any Site utility that interfaces with a structure should be shown to stop at the exterior wall line of that structure. Each building and floor shall have its own separate file and a common 0.0 point. The Site shall have a named user coordinate system (UCS) allowing it to be inserted and properly located on the Site at 0.0.

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- .6 The Owner reserves the option to retain constructability-review services in order to review the documents prepared by the Architect. If the Owner does so, changes will be proposed to the Drawings and Specifications as a result of this process. The Architect and its consultants, as a part of basic services, shall participate in these processes by briefing the constructability consultants, answering their questions, and meeting with the Owner's representatives and constructability consultants to determine the advisability of changes in the Architect's design documents as recommended by the constructability consultants. The Architect shall make such changes as the Owner directs after such consultation. Any changes resulting from constructability-review shall be made as a part of Basic Services and shall not entitle the Architect to a Change in Services.
- .7 The Architect will timely provide the final 100% complete Construction Documents, in accordance with the schedule, to be issued for bidding.
- .8 Pursuant to OSPI regulations, the Architect must certify to the best of its knowledge that the Construction Documents are in compliance with the state building code (RCW 19.27) and all pertinent state and local statutes relating to school building construction. The Owner's review of the Construction Documents will not relieve the Architect of its responsibility for their accuracy and completeness.
- .9 The Architect shall submit a letter to the Owner certifying that the design of the building and site, to the best of the Architect's knowledge, meet requirements of the Washington Access Code and Americans with Disabilities Act.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements. During this Phase, the Architect will respond to comments from building and planning officials and utility purveyors and meet with the Owner, Contractor, and their consultants. The Architect shall submit to building, planning, health, and forestry officials, Department of Natural Resources, water and sewer districts, electricity and natural gas providers, and similar agencies and utility providers having jurisdiction including Department of Labor and Industries so as to have any comments returned incorporated into the 100% Construction Document set, impacts included in final estimate and approvals received prior to bid opening. The Architect shall be responsible as part of its 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. The Architect shall be responsible for making changes in the Construction Documents required by the governmental and utility authorities at its expense, except where such required changes are inconsistent with previous direction given from the authority.

§ 3.4.3 During the development of the Construction Documents, if the Owner elects to bid the Project using RCW 28A.335.190 rather than RCW 39.10, the Architect shall assist the Owner in the Owner's development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. The Architect and Owner will cooperate so that the plans and specifications do not conflict with the Agreement, Instructions to Bidders, and General and Supplemental Conditions provided by the District.

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

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect, in consultation with the Owner, shall take action as required under Section 6-7-6.5 and request the Owner's approval of the Construction Documents.

§ 3.4.6 The Owner shall be responsible (with the assistance of the Architect) for coordinating and submitting documents required by the Office of the Superintendent of Public Instruction, including coordinating the "D-form" process. The Architect shall assist in supplying information, reviewing documents, and processing information, and providing advice and communication with respect to OSPI requirements, including all "D-form" calculations.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner ~~in establishing a list of prospective contractors, and Contractor in attracting, promoting, educating potential bidders, and obtaining competitive bids and proposals.~~ Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall participate in or, at the Owner's direction, organize and conduct, a pre-bid conference for prospective bidders. The Architect shall also assist the Owner in bid validation and determination of the successful bids, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid results. If the GC/CM procedure is utilized for the Construction Phase, the parties recognize and agree that the Architect will review the Contractor's subcontracting plan and help the Owner administer Subcontract Bid Packages on which the Contractor bids as required by RCW 39.10. The parties recognize that the requirements of this Section 3.5 will depend upon whether the GC/CM contractor solicits Subcontractor bid packages as describe in RCW 39.10, or whether the Owner solicits a low bid pursuant to RCW 28A.335.190. The term "bidders" shall be understood to mean "Subcontract bidders" when RCW 39.10 is utilized.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of hard copies and DVDs on which is contained the bidding requirements and proposed Contract Documents.

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

- .1 facilitating the reproduction or on-line communication of Bidding Documents for distribution to prospective bidders,
- .2 participating in or, at the Owner's direction, organizing and conducting a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

The Architect shall assist in preparing the required advertisements for bids and shall provide necessary Construction Documents for transfer to Contract Documents and Bidding documents for issuance to potential bidders. The Architect shall maintain a list of plan holders and regularly inform the Owner of their identities. The Architect shall prepare and issue necessary addenda, attend training sessions, the pre-bid conference and bid opening, tabulate the bids and generally assist in evaluating the bids. The Architect shall provide the Owner with a Bid Tabulation form with dollar figures for each line item filled in consistent with the Architect's estimate at least two days prior to the Bid Opening. The Architect will bring 11"x17" blank copies of the Bid Tabulation to the Bid Opening for all attendees.

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

§ 3.5.2.4 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. The Architect shall consult with the Owner prior to issuing any addenda. The Architect shall not approve substitution requests during bidding or after contract award unless written permission from the Owner is obtained. The Architect must make a written recommendation to the Owner for all Substitution Requests that they would like approved. The recommendation must include the perceived benefit to the Owner.

§ 3.5.2.5 The Architect shall participate in or, at the Owner's direction, organize and conduct the opening of the bids. The Architect will evaluate the bids and submittals, call bidder references, and submit a certified bid tabulation and written recommendation for award. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner. The Architect shall meet with the Board of Directors, if requested, to consider award of the Contract for Construction. If requested by the Owner, the Architect will participate in a pre-award conference with the Contractor as part of Basic Services.

§ 3.5.2.6 The Architect shall undertake a reasonable investigation of the "responsibility" of the apparent lowest bidder regarding:

- .1 The ability, capacity, and skill of the bidders to perform the contract;
- .2 The character, integrity, reputation, judgment, experience, and efficiency of the bidders;
- .3 Whether the bidders can perform the contract within the time specified;
- .4 The quality of performance of previous contracts;
- .5 The previous and existing compliance by the bidders with laws relating to the contract;
- .6 Such other information as may be secured having a bearing on the decision to award the contract; and
- .7 Any other responsibility requirements listed in the bidding documents or Instructions to Bidders.

The Architect shall report its findings to the Owner, which will hold the Architect harmless from any claim by a disappointed bidder arising out of these findings. The Architect does not warrant or guarantee the bidder's ability, performance or financial solvency.

§ 3.5.2.7 Following the bid opening, the Architect shall, as part of its Basic Services, issue a Conformed Set of Contract Documents, consisting of the Bidding Documents with all Addenda items inserted. The Owner shall, at its option, pay directly for the cost of reproduction or reimburse the Architect for such expenses. The Architect shall, as part of its Basic Services, provide the Owner with a digital copy of the Conformed Documents on DVD, consisting of two .PDF files, Drawings and Project Manual. The Drawing file shall include bookmarks for each discipline and for each sheet. The Project Manual file shall include bookmarks for each Division and Section.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Documents as provided in RCW 39.10.

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

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors; and
- .4 otherwise assist the Owner in the procedures outlined in RCW 39.10 for GC/CM selection.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, shall submit its recommendations on proposed substitutions for the Owner's consideration, and if the Owner approves, shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below in this Agreement and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, Construction, as modified by the Owner. The Owner will modify the AIA Document A201-2007, 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 by third parties to the Architect 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 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Owner's notice to proceed with construction and terminates upon the Owner's Final Acceptance of the

Project. Final Acceptance occurs when the Owner's Board of Directors formally accepts the Project. The Basic Services, however, shall continue for services associated with any warranty and with the one-year correction period set forth in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably no less than once per week and issue a field report each week. Field reports shall at a minimum include: general observations of the construction activities, identify deviations from the CPM schedule, review TESC measures and note major product/material deliveries. The Architect's consultants shall visit the site at appropriate times of the Work and in the amounts stated in the attached fee proposal. Consultants shall issue reports of their visits addressing, at a minimum, work progress, general level of workmanship/compliance with Contract Documents, and any items of concern by the consultant. The Owner will not compensate the engineers and consultants if additional site visits are necessary due to missing information or incorrect information from the design drawings. Both the Architect and the Architect's consultants shall notify the Contractor and the Owner no less than 24 hours prior to visiting the site. Upon arrival on-site the Architect and the Architect's consultants will check in with the Contractor at the site project office. Any deficiencies noted on either the Architect or Architect consultant field reports will be recorded on a log by the Architect in Microsoft Excel format and tracked until issues reach resolution. Through its site visits, the Architect shall become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work to determine, in general, and for the Owner's benefit and protection, 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.

§ 3.6.2.2 The Architect ~~has the authority to reject~~ shall recommend to the Owner, for the Owner's consideration, the rejection of any Work that does not conform to the Contract Documents. The Architect shall communicate the Owner's decision regarding rejection of Work to the Contractor through issuance of a Notice of Non-Conformance. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require will recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority-The Architect's monitoring of such additional testing or inspections is a part of Basic Services. However, neither recommendations of the Architect nor a decision made in good faith either to exercise-make or not to exercise-such authority-make such recommendations 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.

§ 3.6.2.3 The Architect shall interpret and initially decide matters concerning performance under, and requirements of, the Drawings and Specifications and shall assist the Owner in the interpretation of all other Contract Documents and the Contractor's performance thereunder on written request of ~~either the Owner or Contractor.~~ the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect (or its applicable consultants) shall take the lead role with code agencies in resolving questions, interpretations and conflicts between review and inspection.

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

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor.~~ Upon the Owner's request, the Architect shall render initial decisions on Claims between the

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Owner and Contractor as provided in the Contract Documents. Except as otherwise provided in the A201, upon either the Owner or the Contractor's written request, the Architect shall provide advice within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the physical execution 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 and shall be subject to dispute resolution as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall schedule, attend, run and generate minutes of Project status meetings with the Owner and the Contractor that shall normally occur weekly. The Architect shall secure the attendance of its consultants at these meetings when such attendance may be required to facilitate advancement of the Project. The Architect shall submit to the Owner within three (3) working days of the relevant event copies of all field reports or minutes of meetings held on site to discuss or evaluate the progress of the Work during the Construction Phase.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations or any 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 written record of the Applications and Certificates for Payment for Payment for the Owner's benefit.

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall ~~review and approve or take other~~ diligently review, attempting to identify inconsistencies or 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 prepare a log of all required submittals and shall provide an update of the log at each weekly construction meeting. Time periods for the Architect's actions shall be as stated in the Contract Documents. If the Architect anticipates that its actions will exceed the designated time periods, the Architect will promptly notify the Contractor and Owner in writing. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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. 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-review 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 during bidding or after contract award unless written permission from the Owner is obtained.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 ~~Subject~~ As part of Basic Services, but subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the Documents with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Contract Documents shall set forth the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, The Architect shall not change the Contract Documents, the Contract Sum, or Contract Time through an RFI response, but only through a Change Order or Construction Change Directive signed by the Owner. The Architect shall endeavor to issue a complete written response to each Request for Information ("RFI") from the Contractor (along with necessary drawings, specifications, and other documents) with the promptness necessary to avoid unnecessary delay and cost. The Architect's response to the Contractor, when applicable, shall include the Owner's concurrence when provided by the Owner in writing. If deemed necessary and/or appropriate by the Owner or Architect, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. The Architect shall maintain written records and logs, in a format acceptable to the Owner, relative to requests for information for the Owner's benefit. Every week the Architect shall submit the logs to the Owner categorizing all requests for information and the Architect's responses.

§ 3.6.4.5 The Architect shall review the schedule of submittals furnished by the Contractor and verify its completeness, and maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall update the Owner in writing each month indicating what submittals have not yet been submitted by the Contractor. The Architect and its Consultants shall endeavor to expedite review of any submittals reasonably deemed "hot" by the Contractor as indicated on the submittal schedule.

§ 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 4.3, the Architect shall prepare Change Orders.~~ 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 cost estimates, proposal evaluations, and recommendations concerning proposed Change Orders, Construction Change Directives, Requests for Information, and Proposal Requests. Basic Services shall also include all aspects of the preparation and processing of Change Orders, Construction Change Directives, and Proposal Requests resulting from errors, omissions or deficiencies in the Contract Documents prepared by the Architect.

§ 3.6.5.2 ~~The Architect shall maintain records relative to changes in the Work.~~ 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. Every week the Architect shall submit logs to the Owner categorizing all minor changes in the Work, Requests for Information, Proposal Requests, Construction Change Directives, Change Orders, 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 promptly respond to requests for changes in the Work, including adjustments to the Contract Sum or Contract Time. If the Architect determines that requested changes in the Work

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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, including a written rough order of magnitude estimate, who may authorize further investigation of such 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 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.

§ 3.6.5.4 All drawings provided by the Architect during the course of the Project, whether resulting from an ASI, responses to RFIs, changes in the Work, or any other cause shall be incorporated into the Architect's record drawings.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine and its consultants shall conduct reviews regarding the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; Final Completion; initially advise only the Owner of those recommended dates; issue Certificates of Substantial Completion with the Owner's consent; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related close-out documents required by the Contract Documents and assembled by the Contractor; Contractor (reviewed for completeness and approved by the Architect); and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

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

§ 3.6.6.3.1 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. At Substantial Completion the Architect, in conjunction with applicable consultants, shall prepare a separate punch list, in addition to the Contractor's punch list, of observed items requiring correction, completion or replacement by the Contractor. Pursuant to State Board of Education regulations, the Architect shall review the Project upon Final Completion to determine compliance with the Contract Documents, shall certify the final application for payment, and provide a certificate of completion recommending that the Work is completed in accordance with the Contract Documents.

§ 3.6.6.3.2 As part of Basic Services, the Architect shall direct the Contractor to provide at Final Completion one complete set of all Shop Drawings, related product data, and other submittals, bound and organized according to the relevant Specification. As part of Basic Services, the Architect shall review the Contractor's record drawings to determine whether they include the locations of water, sewer, telephone, electric, gas, and any other utility lines. Based on the record plans and specifications submitted by the Contractor, and as part of Basic Services, the Architect shall prepare and provide the Owner with the following Record Documents. Record Documents shall include all significant changes made during the construction process and known to the Architect or its consultants (including without limitation supplemental drawings such as RFI responses, ASIs, and CCDs) and its consultants, including changes to electrical service panel schedules:

- .1 One (1) electronic copy of the complete Record Drawings on DVD in "DXF" format compatible with the AUTOCAD software package run in a Microsoft MS Windows environment.
- .2 One (1) electronic copy of the complete Record Drawings on DVD in .PDF format with bookmarks for each Section (discipline) and Sheet.
- .3 Two (2) half-sized, edge bound, hard copies of the complete Record Drawings.

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.4 One (1) electronic copy of the complete Record Project Manual, on DVD, in a single .PDF file, with bookmarks for each Division and Section.

The Record Project Manual shall include a listing of all colors and finishes used on the Project and their location of use. The Record Drawings shall include all Contract drawings, including without limitation all floor plans, doors and finish schedules, reflected ceiling plans, mechanical/electrical/structural plans, site plans, and all drawings modified by ASIs, RFIs, COPs, CCDs, and Change Orders.

§ 3.6.6.4 The Owner shall have the primary responsibility to procure the documents listed in this Section; however, to the extent received by the Architect, 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 the Architect shall meet with the Owner promptly after Substantial Completion to review the need for facility operation services. One month prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and 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. The Architect shall cooperate with the Owner to actively pursue and resolve issues regarding discrepancies or defects in the Work with the Contractor.

§ 3.6.6.6 As a part of the Architect's Basic Services, the Architect and its consultants, in particular its mechanical and electrical consultants, shall participate in commissioning and be a part of the commissioning team as described in this Section 3.6.6.6. The Architect and its consultants shall provide information and assistance to the Owner and the Owner's commissioning agent as needed for the commissioning process, consult and cooperate with the Owner's commissioning agent, respond to issues identified by the commissioning agent within the time established for responding to the Contractor's RFI's, and engage in any other services necessary for the commissioning process as mutually decided upon and/or arranged. This shall include attendance at every other Commissioning meeting by the Architect and Mechanical and Electrical Engineers. The Contractor will be responsible to coordinate the commissioning of all designated systems. Commissioning shall demonstrate that each designated system operates as designed and specified. The Contractor will 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. The Architect shall maintain a log of the commissioning, provide its written approval, and coordinate the comparison of performance with specification.

§ 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. The Architect's review shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall review the Project upon Final Completion to determine general compliance with the Contract Documents and provide a certificate of completion recommending that the Work is completed in compliance with the Contract Documents. Pursuant to OSPI regulations, the Architect shall review the Project upon Final Completion to determine general compliance with the Contract Documents and provide a certificate of completion recommending that the Work is completed in compliance with the Contract Documents.

§ 3.6.6.8 The Architect shall further receive and forward to the Owner for the Owner's review and use, all written warranties, O&M manuals, and related documents required by the Contract Documents and assembled by the Contractor. The Architect shall assist in supplying information, advice and communication with respect to the warranty or correction periods of the Contract for Construction. The Architect and the Owner shall cooperate in reviewing and securing the correction of defective work.

§ 3.6.6.9 The Architect shall assist in supplying information, advice and communication with respect to requirements of the Office of the Superintendent of Public Instruction.

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§ 3.6.6.10 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 Architect shall issue a final Certificate for Payment, in consultation with the Owner, upon compliance with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below, unless listed as the Architect's responsibility, are not included in Basic Services but may be required for the Project. ~~The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility.~~ Services listed below designated as the Architect's responsibility are included within the Fee as Basic Services or Other Basic Services. If the Responsibility column lists "Owner" or "N/A," and the Architect is required by the Owner to perform the Service, then it is an Additional Service above the Fee. The Architect shall provide Additional Services only if specifically requested by the Owner, and the Owner shall compensate the Architect as provided in Section 11.2.

~~(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)~~ This list is not intended to change duties specified in other provisions of this Agreement.

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)
<u>§ 4.1.1</u> Programming (B202™ 2009) Facility Assessment	Architect	
<u>§ 4.1.2</u> Multiple preliminary Preliminary designs	Architect	
<u>§ 4.1.3</u> Measured drawings	Architect	
<u>§ 4.1.4</u> Existing facilities surveys	Architect	
<u>§ 4.1.5</u> Site Evaluation and Planning (B203™ 2007)	N/A	
<u>§ 4.1.6</u> Building information modeling (3D model)	Architect	
§ 4.1.6 Building Information Modeling (E202™ 2008)		
<u>§ 4.1.7</u> Civil engineering	Architect	
<u>§ 4.1.8</u> Landscape design	Architect	
<u>§ 4.1.9</u> Architectural Interior Design (B252™ 2007) (color coordination)	Architect	
<u>§ 4.1.10</u> Value Engineering	Owner, with assistance of Architect	
§ 4.1.10 Value Analysis (B204™ 2007)		
<u>§ 4.1.11</u> Detailed cost estimating (including use of independent estimator)	Architect	
<u>§ 4.1.12</u> On-site project representation (including extended closeout / warranty)	Architect and Owner	
§ 4.1.12 On-site Project Representation (B207™ 2008)		
<u>§ 4.1.13</u> Conformed construction documents	Architect	
<u>§ 4.1.14</u> As-Designed Record drawings	Architect	
<u>§ 4.1.15</u> As-Constructed Record drawings	Architect (from Contractor per Section 3.6.6.3)	
<u>§ 4.1.16</u> Post occupancy evaluation	Architect	
<u>§ 4.1.17</u> Facility Support Services (B210™ 2007)	N/A	
<u>§ 4.1.18</u> Tenant-related services	N/A	
<u>§ 4.1.19</u> Coordination of Owner's consultants	Through Owner, with Architect assistance	
<u>§ 4.1.20</u> Telecommunications/data design	Architect	

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§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Architect	
		Owner, with Architect's assistance	
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design	N/A	
§ 4.1.24	LEED® Certification (B214™–2012) WSSP Equivalent	N/A	
§ 4.1.25	Historic Preservation (B205™–2007)	N/A	
§ 4.1.26	Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A	
§ 4.1.27	Environmental Studies and Reports	Owner	
		Architect and Owner	
§ 4.1.28	Schedule Monitoring	Owner, with assistance of Architect	
§ 4.1.29	Environmental Report (SEPA)	Architect	
§ 4.1.30	OSPI Funding Process	N/A	
		Owner, with assistance of Architect	
§ 4.1.31	Constructability Review	Architect	
§ 4.1.32	Food Services	Owner, with Architect's assistance	
§ 4.1.33	HAZMAT	Owner	
§ 4.1.34	Construction Management	Architect	
§ 4.1.35	Acoustical Consultant	N/A	
§ 4.1.36	Presentation Renderings	Architect	
§ 4.1.37	Community Engagement	N/A	
§ 4.1.38	Early Bid Packages	Architect	
§ 4.1.39	Energy / Life Cycle Models	Architect	
§ 4.1.40	AV Design	Architect	
§ 4.1.41	Utility Rebate Assistance	N/A	

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Agreement, if mutually agreed in writing by the Owner and Architect. The Architect shall not move forward in rendering such Additional Services without the written permission of the Owner. In the absence of mutual agreement in writing, and subject to Section 4.3.2 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 adjustment. Failure to provide such timely written notice shall be a waiver of any compensation for Additional Services. 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. If the Owner deems that all or a 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-fault, negligence, wrongdoing, or responsibility of the Architect, any Additional Services provided in accordance with this Agreement and Section 4.3 shall entitle the Architect to a reasonable adjustment in compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, Services not caused by the fault or negligence of the Architect, the Architect shall notify the Owner in writing with reasonable promptness and explain

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the facts and circumstances giving rise to the need. Items that are deleted below are not Additional Services but are included as a part of Basic Services. The Architect shall not proceed to provide the following 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, or bid packages in addition to those listed in Section 1.1.6;
- .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 enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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~~ requests, except for price-protection alternates, 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 bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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 will be performed at no cost to the Owner to the extent caused by the fault or negligence of the Architect. Items that are deleted below are not Additional Services but are included as a part of Basic Services. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- ~~.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 detailed and extraordinary evaluation of Contractor's proposals and supporting data, or the detailed and extraordinary preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating detailed and extraordinary substitutions proposed by the Owner or Contractor ~~and~~ and, with the Owner's agreement, 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 ~~60~~ 90 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.~~ Work, or after issuance of the punch list, whichever is the later, and not within the original scope of services, and except for correction-period responsibilities.

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

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

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- .2 ~~() visits to the site~~ One (1) visit to the site per week by the Architect over the duration of the Project during construction
- .3 ~~() inspections~~ Two (2) reviews for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~() inspections~~ Two (2) reviews for any portion of the Work to determine final completion
- .5 Regular bi-weekly visits to the site by the Architect's mechanical, electrical, structural, and civil engineers when their scope of work is ongoing.

~~§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

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 which, upon mutual agreement, may include a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days a reasonable period of time after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.~~

~~§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.~~

~~§ 5.3 The Owner shall establish a Maximum Allowable Construction Cost ("MACC" or "budget") and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; Article 6; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The "MACC" as described in this B103 Agreement is not equivalent to the "MACC" described in the A133 Agreement, because the "MACC" as used in this document is intended to reference the total anticipated cost of construction while the "MACC" as used in the A133 is intended to match up to statutory definitions of RCW 39.10. The Owner shall not be required to disclose items (2) and (3) to the Architect. The Architect shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. The Owner may, but is not obligated to, separately engage its own cost consultant. If the Owner significantly and materially 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 budget for the Cost of the Work or in the Project's scope and quality. Any increase to the MACC 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 MACC. For the purposes of this Section, a "significant" increase or decrease shall be an Owner-directed adjustment or cumulative adjustments to the MACC exceeding 5% of the MACC identified in this Agreement, the purpose of which was to provide for design enhancements.~~

~~§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.~~

~~§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The When provided to the Owner in a timely manner, 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. The Architect shall provide submittals to the Owner in a timely manner.~~

~~§ 5.5 The Unless otherwise provided for under 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 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 any missing information or data that is germane to the Project and necessary from the Owner.

§ 5.6 The-Unless otherwise provided for under this Agreement, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect will utilize this information in the Construction Documents and work with the Owner's geotechnical engineers to assist the Owner in determining the scope and scale of the required geotechnical services.

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

§ 5.8 The-Unless otherwise provided for under this Agreement, the Owner shall furnish tests, inspections and reports during design and construction as 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, materials and soils compaction, as listed in Section 1.1.10. The Architect's review of such tests, inspections and reports shall be included as a part of the Architect's compensation for Basic Services unless otherwise defined in this Agreement. Results of these tests are the property of the Owner.

§ 5.9 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 the Architect's benefit.

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

§ 5.11 The Architect shall contemporaneously provide the Owner with copies of all written communications between the 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, 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 endeavor to promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate. The Architect shall provide administration of the Contract between the Owner and Contractor as set forth herein and in AIA Document A201-2007, General Conditions of the Contract for Construction, as revised by the Owner. Before the Owner executes the Contract for Construction, the Architect shall review the proposed form of Contract (including General Conditions) and provide comments to the Owner for the purpose of coordinating 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.

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§ 5.13 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 as designed or specified by the Architect and shall include, among other things, the contractors' general conditions costs, overhead and profit. The Cost of the Work shall include the cost projected to the time of bid opening of labor and materials to be provided by the Contractor under the Contract for Construction. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work related to design. The Cost of the Work does not include equipment furnished by the Owner through separate contracts. The Cost of the Work also does not include the compensation of the Architect, Architect or the Architect's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs sales tax, financing, Owner contingencies for elective changes in the Work, or other costs unrelated to construction of the Project that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, or MACC is provided in the Initial Information and defined below, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Project. When the Project requirements have been sufficiently identified, and as described in Article 3 of this Agreement, the Architect, through its Cost Consultant or otherwise, shall prepare a preliminary estimate of the Cost of the Work. This estimate shall represent the Architect's judgment as a design professional familiar with the construction industry and should be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, and no less frequently than with the completion of each design phase and at 50% and 100% complete Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work and analyze changes in estimated costs to monitor changes in quantity, quality, prices and assumptions. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the MACC, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. The minimum requirements of the Architect's cost estimates shall include the following:

- .1 Cost estimates shall be developed using the CSI format method and separated by major project components such as demolition, site development, phasing, and by each structure. Summary totals of all components shall be provided.
- .2 Estimates shall include an appropriate escalation factor to the currently scheduled time of bidding and shall be itemized by detailed categories within each specification section to provide reasonable assurance that the Project cost will not exceed the MACC set for the Project.
- .3 Estimates shall be provided to the Owner in Microsoft Excel electronic format.
- .4 Civil, Landscape, Electrical and Mechanical estimates shall be provided by a firm that specializes in those trades.
- .5 Cost items that identify unit prices are acceptable provided that labor, materials and equipment contributions are shown including the applicable markups.
- .6 Use of lump sums and allowances shall total no more than five percent (5%) of the applicable CSI category and no more than ten percent (10%) in the aggregate for Schematic Design estimate, five percent (5%) for Design Development, and one percent (1%) for Construction Documents.
- .7 All labor rates and burden shall be identified.
- .8 Estimates shall be reviewed by the Architect and its consultants and acknowledged in writing prior to submission of the estimate to the Owner. Cost estimates shall include a design contingency appropriate for the phase of the work and the complexity of the Project.

§ 6.2.1 MAXIMUM ALLOWABLE CONSTRUCTION COST/BUDGET

- .1 The Maximum Allowable Construction Cost ("MACC") is the sum described below that the Owner establishes (in writing) as the fixed limit for constructing the Project designed, specified, selected or specially provided for by the Architect. As described in Section 5.3, the "MACC" as described in this B103 Agreement is not equivalent to the "MACC" described in the A133 Agreement.

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- .2 The MACC includes the cost of labor, materials, and equipment necessary to complete the Contract for Construction, using current market rates, including a reasonable allowance for overhead and profit, and an estimate of inflation and other possible price increases.
- .3 The MACC does not include Washington State or local sales tax, professional fees, construction contingencies, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner.
- .4 The MACC for the Project is listed in Section 1.1.2.5.2.
- .5 The Architect shall promptly notify the Owner in writing if for any reason the Architect believes that the construction Cost of the Work of the Project will exceed the MACC.
- .6 The Owner may change the MACC at any time prior to bid opening and give notice of the change to the Architect, whose compensation will be changed only for services performed as a result of a change in the scope. The MACC will not change after the bids are opened, except that the Owner may elect to proceed with a bid that exceeds the MACC at no change in the cost of the Architect's fee.
- .7 The Architect will work cooperatively to obtain for the Owner the improvements covered by the program and scope of Work at a favorable cost consistent with high quality workmanship, materials, and durability.
- .8 In observing its responsibility to comply with the MACC, the Architect and the Owner shall avoid allowing increases to the scope of Work as outlined in the program. Any substantial changes to the program must be accomplished through a Change in Services, approved by the Owner, which includes any applicable change in the MACC.
- .9 The MACC is also referred to herein as the "Owner's budget" and the "budget for the Cost of the Work."

§ 6.3 The Owner In preparing estimates of the Cost of the Work, the Architect, in consultation with the Owner, shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, prepare, as a part of Basic Services, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall review the Cost Consultant's estimates and shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, Consultant and the Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making considering such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase or during the Construction Documents Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required and/or quality to the extent consistent with the requirements of the program and the Project to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative alternative, including protective alternate bids proposed by the Architect for the Owner's consideration as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that

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exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.7.1 If the Owner has not yet executed a GMP Amendment with the Contractor, and if the sum of the lowest bona fide Subcontractor bids and all Contractor Costs for the Project exceeds the budget for the Cost of the Work by more than 5%, the Owner, at its sole option, shall, without additional compensation to the Architect:

- .1 accept the Subcontractor bids;
- .2 authorize rebidding of the Project or a part thereof within a reasonable time;
- .3 terminate in accordance with this Agreement; or
- .4 cooperate in revising the Project scope and/or quality to the extent consistent with the requirements of the program and the Project to reduce the Cost of the Work.

§ 6.7.2 If the Owner chooses to proceed under Section 6.7.1.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under Section 6.7.1.4.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications, materials, models, renderings, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants 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. Any information on computer media provided to the Owner and the Contractor is for informational purposes only. Upon request by the Owner, the Architect shall provide electronic copies, including CADD, Word, and similar files to the Owner for the Owner's and Contractor's use at no additional cost. If for any reason a conflict occurs between information on the computer media and the stamped, signed documents, the information on the signed, stamped documents shall govern and be considered correct. Any additions or modifications to the information contained on, or generated from the electronic media made by anyone other than the Architect may result in adverse consequences, which the Architect can neither predict nor control.

§ 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 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, using, expanding, modernizing, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce at no additional cost applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates or 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

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rightfully terminated this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate until such time as the Owner pays all amounts adjudicated as due to the Architect.

§ 7.3.1 In the event the Owner uses the Instruments of Service for other projects or for any 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.

ARTICLE 8 CLAIMS AND DISPUTES

ARTICLE 8 DISPUTE RESOLUTION; CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of this Agreement and of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work-law. 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 the revised AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The Owner will endeavor to require that the Contractor names the Architect as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage hereby releases and agrees to indemnify and hold the Owner, its successors and assigns, and the Owner's Board, directors, officers, agents and employees of each of the foregoing ("Indemnified Parties") harmless, from and against:

- any and all claims of third parties and
- losses, harm, costs, liabilities, damages and expenses arising or resulting from such claims of third parties in any way arising out of or in connection with and to the extent caused by any willful malfeasance, bad faith or negligence in, or reckless disregard of: (i) the performance of the services by, (ii) the obligations of, or (iii) the acts or omissions of the Architect or any of its consultants or subcontractors of any tier, their respective successors and assigns, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the Architect's behalf in connection with this Agreement or its performance. This indemnification includes but is not limited to reasonable attorneys' fees incurred on such claims and in proving the right to indemnification. The obligation to indemnify and hold harmless does not include a duty to defend.

The Architect shall not, however, be required to so release, indemnify or hold harmless any of the Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties. If such damages are caused by or result from the concurrent negligence of the Indemnified Parties and of the Architect

or its agents, consultants or employees, then the Architect's release, indemnity and hold harmless obligations hereunder shall be limited to the extent of the negligence of the Architect or its agents, consultants or employees.

§ 8.1.4 The Architect and Owner waive incidental, indirect, punitive, special and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all ~~consequential damages~~ due to either party's termination of this Agreement, except as specifically provided in Section 9.7. This waiver does not, however, limit a party's ability to recover from the other party damages asserted by a third-party.

§ 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.~~ ("Dispute") shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended disputes and as a condition precedent to the institution of binding dispute resolution by either party. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Architect. 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 A Principal of the Architect and the Owner's Superintendent or designee shall meet informally and attempt to resolve any claims, disputes, or other matters in question prior to initiating the mediation process. 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, agree otherwise or cannot themselves agree to the selection of a mediator~~ within thirty (30) days of the request for mediation, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in ~~writing, writing and~~ delivered to the other party to the Agreement, ~~and the Agreement.~~ If the parties are unable to select a mutually acceptable mediator within thirty (30) days of the request for mediation, ~~the request may be 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 or the American Arbitration Association. 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.~~ if binding dispute resolution proceedings are initiated before the mediation. A principal of the Architect and the Superintendent or designee of the Owner, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as the Contractor, Subcontractors, suppliers, and/or consultants, their representatives, with full authority to settle all pending Disputes or claims, may also attend the mediation session. Unless the Owner and the Architect mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to Final Acceptance of the Project by the Owner. The Architect may bring no litigation on a Dispute unless the Dispute has been properly raised and considered in the above mediation procedure.

§ 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, upon or if the mediation involves the Contractor and that contract requires a different location.~~ Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

[] — Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

§ 8.2.5 In the event of a claim, dispute, or other matter in question arises between the Owner and Architect, the Architect shall continue to perform the services required by this Agreement without interruption or delay provided that the Owner continues to pay all undisputed amounts owing to the Architect.

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 in accordance with this Agreement to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of such a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the 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.

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§ 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 as a~~ result of the interruption and resumption of the Architect's services, services and only if the Owner suspends the Project for more than sixty (60) consecutive days. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. A suspension of Services under Section 1.1 shall not entitle the Architect to any additional Fee.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially or materially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, during which seven-day period the party responding to the notice shall have the right to cure the default. If, through any cause, either the Architect fails to fulfill in a timely and proper manner its material obligations under this Agreement; or the Architect materially violates any of the covenants, agreements or stipulations of this Agreement; or the Architect becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors; or the Architect's representative whose principal services are required in Section 1.1.11 departs from the Architect's firm, the Owner shall thereupon have the right (but not the obligation) to terminate this Agreement for cause by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven (7) days after the notice. In the event of a termination by the Owner for cause:

- .1 The Architect shall be compensated for services satisfactorily performed prior to termination (that portion of the basic compensation for the terminated services satisfactorily performed prior to termination), together with Reimbursable Expenses then due, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The Owner shall not be liable for any consequential or incidental damages, including but not limited to loss of profits on other projects or of reputation incurred by the Architect as a result of such termination.
- .2 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 the Architect shall, at the option of the Owner, become the Owner's property.
- .3 The Owner may withhold any payments to the Architect for the purpose of offset or setoff until such time as the amount of damages due the Owner from the Architect is determined.

§ 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 use and/or assign the rights to use all finished and unfinished Instruments of Service and other materials, and the Owner shall indemnify and hold harmless the Architect, its agents and employees from any claims arising from the Owner's subsequent use of such documents and other materials, except that the Owner shall not be so obligated to the extent the Architect is solely or concurrently negligent.

§ 9.6 ~~In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, solely for services satisfactorily performed prior to termination (that portion of the basic compensation for the terminated services satisfactorily performed prior to termination), together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. 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 profits on other projects or of reputation incurred by the Architect as a result of such termination.~~

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

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 internal law of the State of Washington, not including its choice-of-law provisions.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the revised AIA Document A201-2007, 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, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ 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 ~~14~~ 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 endeavor to provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential ~~information~~ information, unless withholding such information would violate the law, create the risk of significant 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 disclose only to the extent necessary to comply with the law or alleviate the risk of significant harm. To the extent required by applicable law and as requested by the Owner, the Architect shall comply, and shall assist the Owner in complying, with the Washington Public Records Act, Chapter 42.56 RCW.

§ 10.9 If for any reason one or more provisions of this Agreement are held to be invalid, void, illegal or unenforceable, the other provisions of this Agreement shall not be affected and shall continue to maintain their vitality and validity, and this Agreement shall be construed as if the invalid, void, illegal or unenforceable provision had never been a part of this Agreement.

§ 10.10 The Architect assures the Owner that it endeavors to comply with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act;

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Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended, and RCW 49.60.

ARTICLE 11 COMPENSATION

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

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

Fee. Compensation for Basic Services of the Architect shall be the fixed, lump sum total for Basic Services stated in Exhibit A. The Architect shall endeavor to maximize use of the funds available. Neither the MACC nor the Compensation for Basic Services shall be increased after the bids are opened, even if the accepted bid exceeds the MACC.

Change Orders. When allowed under Section 4.3.2.3, additional compensation for Change Orders shall be negotiated between the Owner and Architect. The Architect shall not be entitled to any additional Fee for Contractor Claims. The Architect will not, however, be entitled to additional compensation for change order costs incurred because of the fault or omission of the Architect or its consultants or that do not require any work by the Architect or its consultants.

Alternates. The Architect shall be compensated as a Change in Services, on a negotiated basis per alternate, for services performed in respect to alternate bids beyond any already required by this Agreement and only to the extent requested and approved in writing by the Owner. The Fee does anticipate that the Owner will request and prepare furniture and equipment (may include kitchen equipment) alternates for which no additional Fee will be paid.

Consultants and Engineers. The following are included, without limitation, in the above fixed Fee for Basic Services for the civil, structural, mechanical, electrical, and other engineers and consultants listed in Section 1.1.12 of this Agreement: ongoing coordination with value engineering and constructability, commissioning, balancing, review of comments related thereto, and field visits.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for Additional Services designated in Section 4.1 shall be as a fixed amount per the totals listed on the attached Exhibit A Fee Proposal. The Architect's entitlement to Additional Services shall be subject to the provisions of this Agreement.

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

Compensation for a Change in Services shall be calculated by multiplying the value of the change in the MACC or the value of an approved Change Order times the fee percentages specified in the original fee proposal. The Architect shall not be entitled to any additional Fee for Contractor Claims. If both parties reasonably agree that the value of the change and the associated fee is not commensurate to the effort required from the Architect, the adjustment shall be modified in an equitable manner to more closely reflect the effort required. Changes for which the Owner has agreed to compensation on an hourly basis shall be calculated using the hourly rates listed below: Per the attached Exhibit A, Rate Table.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (—%), or as otherwise stated below: ten percent (10 %).

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

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User Notes:

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Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services and shall not exceed the following percentages of the total Basic Compensation payable in each phase (see Section 11.1, Fee):

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Bidding or Negotiation Phase	<u>Three</u>	percent (<u>3</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (<u>25</u>	%)
<u>Punch List / Close-Out Phase</u>	<u>One point Five</u>	percent (<u>1.5</u>	%)
<u>Completion of Correction Period</u>	<u>Zero point Five</u>	percent (<u>0.5</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6 ~~When compensation is based on a percentage of the Cost of the Work and If~~ any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 ~~based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.~~ 11.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily and properly 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 not more frequently than annually in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~ Pre-authorized out-of-town travel (greater than 200 miles) 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;~~
- .3 ~~Fees~~ Pre-authorized fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 ~~Printing, reproductions, plots, standard form documents;~~ Printing and reproduction for all documents required for submittal to the Owner or requested by the Owner for its own use or use by the Owner's consultants (but not reproduction for office use of the Architect or its consultants), sets required by authorities having jurisdiction, and bidding documents for which the Owner does not directly pay. These reproductions shall be at a printing company selected by the Owner and shall be invoiced directly to the Owner without Architect mark-up;

- .5 Postage, handling and ~~delivery~~; delivery of reproductions that are reimbursable pursuant to Section 11.8.1.4;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; and authorized in advance and in writing by the Owner, and excluding renderings, models, and mockups prepared by the Architect's in-house staff during the course of design;~~
- .9 All sales but not B&O or income or other taxes levied on professional services and on reimbursable expenses;
- .10 Site office ~~expenses; expenses when pre-approved by the Owner;~~ and
- .11 Other similar Project-related ~~expenditures; expenditures pre-approved in writing by the Owner.~~

The parties agree that the Owner will not be billed extra for any expenses the Architect incurs (e.g., the Architect's time or mileage or ferry fares) as a result of the fact that the Architect's office is located in Seattle, Washington while the Project site is located in Port Townsend, Washington. Such travel expenses are included as a part of the Architect's Basic Services.

§ 11.8.2 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 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall 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 as follows: Service.

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid—(performed within each phase, and shall not exceed the above percentages of the total Basic Compensation 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's invoice is received by the Owner by the tenth (10th) of the month and provided that the Architect is entitled to payment as provided in this Agreement. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. below.~~
(Insert rate of monthly or annual interest agreed upon.)

~~%—Amounts unpaid shall bear interest pursuant to RCW 39.76, not to exceed the Bank of America prime rate plus 2 % per annum.~~

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

§ 11.10.4 ~~Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Upon request, the Architect shall provide the Owner with access to its records for inspection, audit, and reproduction and with an accounting of~~

any services of the Architect or of 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, together with all related costs and expenses incurred by the Owner.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

IRS Notice 2008 – 14 allows the tax deduction under Section 179D that is installed on or in property owned by a federal, state or local government or a political subdivision thereof, to be transferred to the project designer. The Owner hereby grants to Integrus Architecture the Energy Study Certification tax benefit. All costs related to certifying such tax benefits are the sole responsibility of Integrus Architecture. The Owner makes no representation as to the availability of this tax deduction.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B103™–2007, Standard Form Agreement Between Owner and Architect-Architect, as revised;

~~.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

No others.

.3 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit 'A' – Architect's Proposal (including Fee schedule and hourly rates)

Any terms in Exhibit A which contradict or are inconsistent with this Agreement shall be null and void.

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:23:27 on 08/03/2016 under Order No. 0721800632_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

August 2, 2016

Brad Taylor
Director of Facilities
Port Townsend School District
1610 Blaine Street
Port Townsend, WA, 98368

RE: Fee Proposal
New Grant Street Elementary School
Integrus Project No. 21528.00

117 S. Main St., Suite 100
Seattle, WA 98104

206.528.3138 | fax
206.528.3137 | phone

Dear Brad:

Thank you for the opportunity to provide design services for the Grant Street Elementary School replacement project. This project represents a mandate from the Port Townsend community to improve growth opportunities for your students, and to honor the outstanding programs that already exist at PTSD. We are thrilled to play a role in this very important community project. Our comprehensive design fee proposal is as follows:

Basic Services	\$ 1,921,250
Other Basic Services	\$ 905,805
Total Fee Proposal	\$ 2,827,055
Reimbursable Allowance	\$ 20,000
Total Fee Proposal w/ Allowance	\$ 2,847,055

Our scope of services include:

Basic Services, as defined in the "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015), as published by the Washington State Office of Financial Management. Basic Services are based on a percentage of the MACC, as defined by OSPF Facilities Manual and by the Washington State A/E Fee Schedule.

Other Basic Services, defined as basic in the Owner/Architect agreement B103, and/or minimum services necessary to complete the work but that fall outside the scope of Basic Services as defined above.

A detailed estimate of our proposal, and the subordinate proposals from our extended team members are attached. Please call me at your convenience if you have any questions. Thank you very much for this opportunity.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Brian F. Carter, AIA, LEED AP, ALEP
Principal | CEO

PROJECT MANAGEMENT AGREEMENT

This PROJECT MANAGEMENT AGREEMENT (“Agreement”) is entered into as of this 1st day of March, 2016, between the Port Townsend School District No. 50, 1610 Blaine Street, Port Townsend, Washington, 98368 (“School District”) and The Robinson Company, 101 Stewart Street, Suite 925, Seattle, Washington, 98101 (“Project Manager”).

RECITALS

A. *The School District proposes to develop the Grant Street Elementary School Replacement Project through design, construction, and completion (the “Program”) in Port Townsend, Washington,*

B. *In connection with the Program, the School District will enter into design contracts with architect and engineering firms (“Architect/Engineer” or “Architect”) and construction contracts (“Construction Contract”) with one or more GC/CM’s or other contractors (“Contractor”) for the Program,*

C. *The School District desires to comply with the requirements of WAC 392-343-102 by retaining the Project Manager to perform professional management applied to the construction Program for the purpose of helping the Project team control time, cost and quality, and to furnish project management services for the Program, including monitoring the design and construction activities of the Program, as the School District’s consultant, and*

D. *The Project Manager represents that it is experienced in the management of construction projects, including without limitation procurement, contract administration, scheduling, budgets, quality assurance, information management, and health and safety for projects of this type and is ready, willing, and able to perform the services called for in this Agreement.*

AGREEMENT

In consideration of the foregoing recitals, the covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1--SERVICES OF PROJECT MANAGER

1.1 General

1.1.1 The Project Manager shall provide professional project management services as described herein and more specifically in Exhibit A, Project Manager's Basic Services, and Exhibit D, Fee Breakdown, for the School District in all phases of the Program (the "Services"). These Services will include serving as the School District's consultant (but not its agent) during the Program and providing consultation and advice, including, but not limited to, the planning, design, budgeting, scheduling, development, construction, facilities documentation, and acceptance of the Program. The Project Manager accepts the relationship of trust and confidence between the Project Manager and the School District established in this Agreement. All Services performed by the Project Manager for the School District prior to the date of execution of this Agreement are also subject to the terms and conditions of this Agreement.

1.1.2 The Project Manager will perform the Services with skill and diligence. The Project Manager shall cooperate with the School District, the Contractor, subcontractors, architects, and engineers, consultants and managers involved in the Program. At the time of performance, the Project Manager shall be properly licensed, equipped, organized and financed to perform the Services.

1.1.3 Each person who performs the Services shall be experienced and qualified to perform the services he or she performs, and the Project Manager agrees that the School District shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the School District, the Project Manager shall remove from the Services, without cost to the School District or delay to the Program, any person the School District deems objectionable. The Project Manager's representative shall not be changed without the School District's consent.

1.1.4 The Project Manager's personnel performing Services under this Agreement shall at all times be under the Project Manager's exclusive direction and control and shall be employees of the Project Manager and not employees of the School District. The Project Manager shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement, and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, Workers' Compensation, and similar matters.

1.1.5 The Project Manager's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program and each individual Project. The Project Manager shall submit for the School District's approval schedules for the performance of the Services in support of individual Projects and the Program as a whole, which may be adjusted by mutual written agreement of the parties as the Program proceeds, and shall include allowances for periods of time required for the School District's review and for approval of submissions by authorities having jurisdiction over the each Project. Time limits established by this schedule approved by the School District shall not, except for reasonable cause, be exceeded by the Project Manager.

1.1.6 The Project Manager shall, at no cost to the School District, promptly and satisfactorily correct any Services found not to conform to the requirements of this Agreement. If the Project Manager fails to make such correction, the School District may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this Agreement) from the Project Manager the cost it incurred. The obligations of the Project Manager to correct nonconforming Services shall not limit any other obligations of the Project Manager. The School District's right to make corrections and charge the Project Manager for them is in addition to any and all other rights and remedies available to the School District under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the School District to make any correction of defective or nonconforming Services.

1.1.7 The Project Manager shall be and operate as an independent contractor in the performance of the Services and shall have control over and responsibility for all personnel performing the Services. The School District shall not be responsible for fringe benefits, withholding, or taxes on behalf of the Project Manager or its employees, or for remuneration above the amount stipulated in this Agreement. The Project Manager shall perform the Services in accordance with its own methods in an orderly and professional manner. In no event shall the Project Manager be authorized to perform any of the following activities on the School District's behalf without the School District's written approval: to enter into any agreements or undertakings, to execute any Certificate for Payment, Construction Change Directive, Change Order or other document, to authorize any payments or accept or approve any documents, Work, services, goods or materials which result in a change in the Contract Sum or Contract Time, or to act as or be an agent or employee of the School District.

1.1.8 The Project Manager may engage consultants qualified by training and experience in their respective fields to address the specific requirements of the Program, subject to prior written concurrence by the School District, which concurrence shall not be unreasonably withheld. Upon request by the School District, the Project Manager shall furnish the School District with a copy of the Project Manager's contracts with its consultants. These contracts shall be consistent with the terms of this Agreement.

1.1.9 Any subcontracting of any of the Services shall not relieve the Project Manager 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.

1.1.10 The Project Manager shall comply, and shall contractually require that the Services of all the Project Manager's subcontractors and consultants of any tier comply, with all applicable federal, state and local laws, regulations, codes and orders.

1.1.11 The Project Manager shall keep the School District advised of progress and problems related to the construction through required meetings

and required status reports and shall provide the School District with adequate notice of all meetings relating to significant issues concerning the construction, and shall seek the School District's counsel and approval regarding any significant construction decision.

1.2 BASIC SERVICES.

1.2.1 The Project Manager shall perform the Services specified in Exhibits A and D.

1.2.2 The Project Manager states, and the School District acknowledges, that the Project Manager does not specialize in and has not been trained in the discovery, abatement, handling, removal, or disposal of hazardous materials in any form which might be present at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Any services necessary in connection with such hazardous materials shall be contracted for by the School District directly with other contractors and/or consultants.

1.2.3 Nothing contained or implied in this Agreement shall impose upon the Project Manager any responsibility or liability for the work or responsibilities of the Contractor or Architect/Engineer, including but not limited to: the correctness of any shop drawings, samples, or other submissions of the Contractor; construction supervision or control, means, methods, techniques, sequences and procedures not specified by the Project Manager; safety precautions and Projects incident thereto adopted and used by the Contractor; failure of the Contractor to construct the work in accordance with the Contract Documents; failure of the Contractor to meet approved construction schedules; uses made by the Contractor of any sums paid to the Contractor by the School District; failure of the Architect/Engineer to provide Contract Documents that comply with governing code requirements, School District site-specific educational specifications, or School District review comments or reviews performed by consultants on behalf of the School District; design supervision or control of means, methods, techniques, sequences and procedures not specified by the Project Manager; or failure of the Architect to meet approved project schedules. However, this Section does not preclude responsibility or liability of the Project Manager to the School District to the extent the Project Manager knew or reasonably should have known of the

defective work or responsibilities of the Contractor or of the Architect/Engineer but failed to notify the School District of that knowledge.

1.2.4 All of Project Manager's agents, employees, and representatives shall, while on the School District's property or conducting School District-related business, comply with all applicable local, state, and federal laws, including without limitation, FAA, OSHA, WISHA, Workers' Compensation, and all laws prohibiting harassment of any kind in the workplace. Project Manager assumes all responsibility for providing to its agents, employees, and representatives any training that may be required to ensure compliance with any such laws.

1.3 ADDITIONAL SERVICES.

1.3.1 At the written request of the School District, the Project Manager shall perform Additional Services, and the Project Manager will be compensated for them as described in Section 4. Additional Services are services not listed in Exhibit A or reasonably inferable from the descriptions contained in that listing. The School District shall not be responsible for paying for, and the Project Manager waives any claims for, any Additional Services unless the School District agrees in writing that such services are additional to the services already required under this Agreement, and agrees to pay additional amounts for such services, prior to the Project Manager performing such services.

1.4. CHANGE IN SERVICES.

1.4.1. The School District may, at any time, require changes in the scope of the Services. A Change in Services, including any increase or decrease in the Project Manager's compensation and/or time of performance, will be incorporated in written amendments to this Agreement when mutually agreed in advance by both parties. Such additional services of the Project Manager shall be performed on a lump sum basis or on an hourly basis at the rates set forth in Exhibit C, as agreed in advance and in writing by the School District. The Project Manager will not be entitled to additional compensation for Services performed because of the fault or negligence of the Project Manager.

SECTION 2--OWNER'S RESPONSIBILITIES

2.1. As between the School District and the Project Manager:

2.1.1 The School District shall provide information regarding the requirements of the Program and individual Projects. This will include a program setting forth the School District's objectives, constraints and criteria.

2.1.2 The School District shall provide initial Project Budgets for each individual Project as well as for the Program. Based on consultation with the School District, the Project Manager will analyze and recommend revisions to the components of the Project Budget, both individually and in respect to the Program budget, and create and update a cashflow projection within a reasonable time for each Project. The budget shall include contingencies for changes during construction and all other costs that are the responsibility of the School District.

2.1.3 The School District shall designate a representative authorized to act in the School District's behalf with respect to the Program and each Project. The School District shall examine documents submitted by the Project Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Project Manager's Services.

2.1.4 The School District shall be responsible for the presence at a Project site of any asbestos, PCB's, petroleum, hazardous materials and radioactive materials, and the consequences of such presence.

2.1.5 The School District shall furnish and the Project Manager will administer structural, mechanical, chemical and other laboratory tests, inspections and reports required by law or the Contract Documents.

2.1.6 The School District shall furnish legal, accounting and insurance counseling services as it considers necessary for the Program, including auditing services it may require to verify Applications for Payment and invoices, or to ascertain how or for what purposes the Contractor has used the monies paid by or on behalf of the School District. The School District

shall not, however, furnish legal services on behalf of the Project Manager.

2.1.7 Except as otherwise provided by the various construction contracts, the School District shall be responsible for securing, and the Project Manager will assist with securing in a timely manner, necessary approvals, easements, assessments, building permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.1.8 The services, information and reports required by the above Sections shall be furnished at the School District's expense.

2.1.9 If the School District observes or otherwise becomes aware of any fault or defect in any Project, or any nonconformity with the Contract Documents, the School District will provide prompt written notice to the Project Manager.

2.1.10 The School District reserves the right to award contracts in connection with the Program that are not part of the Project Manager's responsibilities under this Agreement or to perform such services with its own personnel. The Project Manager shall notify the School District promptly in writing if any such independent action will or does in any way compromise the Project Manager's ability to meet the Project Manager's responsibilities.

2.1.11 The School District shall have a full opportunity to review and to approve all drawings and other written or printed material relating to the design of the Projects to be constructed. Consistent with the provisions of this Agreement, the School District shall furnish required information and shall render decisions promptly to assist in the orderly progress of the Project Manager's Services and the Work of the Contractor.

SECTION 3--PERIODS OF SERVICE

3.1 The term of this Agreement shall commence on the effective date of this Agreement written above and shall terminate upon completion of the Program unless sooner terminated pursuant to this Agreement. This Agreement can be extended by mutual written agreement.

SECTION 4--PAYMENTS TO PROJECT MANAGER

4.1 Methods of Payments for Services and Expenses of the Project Manager

4.1.1 *For Services.* The School District shall pay the Project Manager for Services satisfactorily rendered under this Agreement on the basis described in Exhibit C.

4.1.2 *For Reimbursable Expenses.* In addition to payments provided for in Section 4.1.1, the School District shall pay the Project Manager the actual cost plus 10% (except where specifically provided otherwise) of all Reimbursable Expenses reasonably paid in connection with all Services, as set forth in Exhibit C. Reimbursable Expenses for items or amounts beyond the approved budget must have prior written approval.

4.1.3 *For Additional Services.* The School District shall pay the Project Manager on an hourly basis for Additional Services that are authorized as specified in Section 1.3 above. The hourly rates are attached as Exhibit C. Reimbursable expenses associated with Additional Services shall be compensated as stated in 4.1.2 above.

4.1.4 Any hours expended by the Project Manager's personnel are limited to those engaged directly on the Project. Overtime premiums will not apply unless the School District has pre-approved the overtime in writing.

4.2 Times of Payments.

4.2.1 The Project Manager shall submit monthly statements, in a form approved by the School District, for Services rendered and for Reimbursable Expenses incurred. The statements shall include a supporting statement of costs, including detailed backup such as time sheets for labor and invoices or receipts for any Reimbursable Expenses incurred by the Project Manager in the performance of this Agreement and claimed to constitute allowable costs.

4.2.2 The School District shall make prompt monthly payments of amounts due and owing the

Project Manager within thirty days of receipt of the Project Manager's acceptable monthly statements.

4.3 Other Provisions Concerning Payments.

4.3.1 If the School District questions any portion of an invoice and desires to retain any portion of a requested payment pending resolution of the questions, the undisputed balance of the invoice shall be payable in accordance with the terms of this Agreement.

4.3.2 Records of the Project Manager's Direct Labor Costs pertinent to the Project Manager's compensation under this Agreement will be kept in accordance with generally accepted accounting practices and shall be maintained for at least one year after completion of this Agreement. Copies will be made available to the School District at no cost on request.

4.3.3 Upon request, the Project Manager shall provide the School District with an accounting of any Services which are subcontracted by the Project Manager or any of its professional associates or consultants of any tier, which accounting shall detail the services performed by each, the amounts paid to each (supported by copies of all paid invoices) and such other information as the School District may reasonably request. The School District shall not be obligated to make any payment or to reimburse the Project Manager for payments to any professional associate or consultants, unless the School District has given prior written concurrence as provided in Section 1.1.8. If the School District makes any such payment in error, the Project Manager shall reimburse the School District upon demand for the same, together with all related costs and expenses incurred by the School District.

4.3.4 The School District may have the Project Manager's invoices and supporting statements of costs audited. Each prior payment shall be subject to reduction for any amounts included in an audited invoice that do not constitute allowable costs under this Agreement. Any subsequent payment to the Project Manager may be reduced for overpayments, or increased for underpayments, on preceding invoices. The School District will notify the Project Manager prior to making any reductions or increases for prior invoices.

4.4 Withheld Payments.

4.4.1 Any amount otherwise payable under this Agreement may be withheld, in whole or in part, to the extent of the following:

.1 The School District makes a claim arising out of or connected with this Agreement against the Project Manager;

.2 Any claim related to the performance of the Services by the Project Manager, its professional associates, or consultants relating to such labor, equipment or materials used in connection with the Services is filed against the School District, against the Project or against any other property of the School District, or if reasonable evidence indicates the probability of a filing of any such claim; or;

.3 Any claim related to the performance of the Services, or provision by the Project Manager of any professional associate or consultant of labor, equipment or materials used in connection with the Services, is filed against the School District, the Project, or any other property of the School District, or if reasonable evidence indicates the probability of a filing of any such claim; or

.4 The Project Manager is in material default under any provision of this Agreement.

4.4.2 The School District will pay any payments withheld pursuant to Section 4.4.1 (Withheld Payments) if the Project Manager, as appropriate:

.1 Pays, satisfies or discharges any claim of the School District, any Indemnitee or any third party which was the basis of the withholding of payment; and/or

.2 Cures all defaults in its performance under this Agreement.

4.5 Final Payment.

4.5.1 An invoice designated by the Project Manager as the "final invoice" shall be submitted by the Project Manager promptly following final completion of each Project but in no event later than ninety (90) days after the date of such completion.

4.5.2 The School District may, as a condition precedent to final payment to the Project Manager, require the Project Manager to provide: (i) a list of all consultants for the Services; and (ii) waivers and releases, satisfactory to the School District, of any and all claims of the Project Manager, all consultants, any assignee under this Agreement, and any other person, firm or corporation in connection with or in any way related to the performance of this Agreement. Upon request, the Project Manager shall also furnish acceptable evidence that all such claims have been satisfied. No claim by the Project Manager shall be allowed if asserted after final payment under this Agreement, except for the following:

.1. Specified written claims in stated amounts (or in estimated amounts where the amounts are not susceptible of exact statement by the Project Manager) but only if the Project Manager identified the claim with its final invoice; and

.2. Claims based upon liabilities of the Project Manager to third parties arising out of performance of the Project Manager if asserted by the third party after the Project Manager submits its final invoice; and provided further that the Project Manager gives notice of such claims in writing to the School District promptly upon receipt and in any event not more than six (6) years after the date of the final invoice.

Any such excepted claim shall be limited to the amount set forth in such exception.

SECTION 5--INSURANCE AND INDEMNIFICATION

5.1 The School District's Risk of Loss and Damage to Property

5.1.1 The School District will provide, or will require the Contractor to provide, "all risk" physical damage insurance covering the Work, including materials, equipment and supplies therefor, while located at the Property. Such insurance shall provide coverage for loss, damage, or destruction to property normally covered in an "all risk" policy and shall exclude those risks commonly excluded from such policies (which exclusions shall include, specifically,

loss or damage due to faulty workmanship or employee fidelity). The policies providing such insurance will include Project Manager as an additional insured, and may be inspected by the Project Manager upon request.

5.1.2 The School District and Project Manager waive all rights against each other for losses and damages caused by any of the perils covered by the policies of insurance provided in response to this Section 5.1.1 and any other property insurance applicable to the Work, and also waive such rights against the Contractor, subcontractors, Architect/Engineer, consultants and other parties named as insureds in such policies for losses and damages so caused, including any rights of subrogation. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by School District as Trustee or otherwise payable under any policy so issued.

5.1.3 In the event of a loss covered by the insurance provided pursuant to Section 5.1.1 above, the proceeds of such insurance shall be paid to the School District as trustee for, and for distribution to, the School District, the Contractor and any other insureds, and the Project Manager as their respective interests may appear. The School District shall have the exclusive right to adjust and settle any loss with the insurers and any such settlement shall be binding upon all interested parties.

5.2 Responsibility for Claims.

5.2.1 Indemnification.

5.2.1.1 To the fullest extent permitted by law and subject to the following conditions, the Project Manager shall defend, indemnify and hold harmless the School District, its board members, directors, officers, officials, employees, consultants, students, volunteers, and the agents, employees, successors and assigns of them, and their respective directors, officers, employees and agents ("Indemnified Parties") from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages, of any kind and nature whatsoever, for property damage, personal injury or death (including but not limited to, injury to or death of employees of the Project Manager or any consultant of the Project Manager) and expenses, costs of litigation and

attorneys' fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to the Agreement, the performance thereof by the Project Manager, its directors, officers, employees, agents or subcontractors (collectively, "Indemnifying Entities"), including but not limited to the provision of services, personnel, facilities, equipment, support, supervision or review. The foregoing indemnity, defense, and hold harmless obligations shall apply only to the extent of the negligence of Indemnifying Entities, shall not apply to the extent of the concurrent negligence of the Indemnified Parties, and shall not apply in the case of the sole negligence of the Indemnified Parties.

5.2.1.2 The Project Manager shall defend, indemnify and hold harmless the Indemnified Parties from and against all actions, causes of action, liabilities, claims, liens, suits, judgments, awards and damages, of any kind and nature whatsoever, and expenses and costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, to the extent arising from and attributable to or in any way related to Indemnifying Entities' failure to perform any of their obligations under the Agreement.

5.2.2 *Industrial Insurance.* The Project Manager expressly waives any immunity under industrial insurance as to the School District, its successors and assigns, whether arising from Title 51 of the Revised Code or Washington or any other statute or source, to the extent of the indemnity set forth in Section 5.2. PROJECT MANAGER AND THE SCHOOL DISTRICT EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION 5.2, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT PROJECT MANAGER AGREES TO BE BOUND BY THE TERMS THEREOF.

5.2.3 Project Manager and the School District agree that the indemnity set forth in this Section 5.2 shall survive and shall be enforceable beyond the termination or completion of this Agreement.

5.2.4 *Consultant Indemnification.* The Project Manager shall require each consultant to provide an indemnity, enforceable by and for the benefit of the

Indemnified Parties, to the same extent required of the Project Manager under Sections 5.2.1 (Indemnification) and 5.2.2 (Industrial Insurance).

5.3 Insurance.

5.3.1 *Commercial General Liability.* Throughout the period when Services are performed and until Services have been completed, the Project Manager shall carry and maintain, and shall ensure that all its consultants carry and maintain, Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death and property damage and One Million Dollars (\$1,000,000) per project aggregate for general liability. Such insurance shall be in a form and with insurers acceptable to the School District. Any policy which provides the insurance required under this Section 5.3.1 shall (i) name the School District and its respective directors, officers and employees, as additional insureds, without qualification, limitation or reservation and (ii) shall be in a form and with insurers reasonably acceptable to the School District, and rated A minus or better by Best's Key Rating Guide.

5.3.2 *Automobile Liability.* If licensed vehicles will be used in connection with the performance of the Services, the Project Manager shall carry and maintain, and shall ensure that any consultant or subcontractor who uses a licensed vehicle in connection with the performance of the Services carries and maintains, throughout the period when Services are performed and until Services are completed, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Any policy that provides such insurance shall contain a waiver of rights of subrogation against the School District and its directors, officers and employees.

5.3.3 *Workers' Compensation.* Throughout the period when Services are performed and until Services are completed, the Project Manager shall cover or maintain insurance, and shall ensure that all consultants cover or maintain insurance, in accordance with the applicable laws relating to workers' compensation, with respect to all of their respective employees working on

or about a Project site, regardless of whether such coverage or insurance is mandatory or merely elective under the law. Throughout the period when Services are performed and until Services are completed, the Project Manager shall also carry and maintain, and ensure that all consultants and subcontractors carry and maintain, Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. Any policy that provides any of the insurance required by this Section 5.3.3 shall contain a waiver of rights of subrogation against the School District and its directors, officers and employees. If the School District is required by any applicable law to pay any workers' compensation premiums with respect to employees of the Project Manager or any of its consultants, the Project Manager shall reimburse the School District for such payment.

5.3.4 *Professional Errors and Omissions Insurance.* Throughout the period when Services are provided and for six years after substantial completion of the Project, the Project Manager shall maintain, and shall ensure that any consultants or subcontractors carry and maintain, professional Errors and Omissions Insurance with limits of not less than One Million dollars (\$1,000,000) per claim and aggregate for claims that may result from the negligent performance of the Project Manager's obligations under this Agreement or the negligent performance of any consultants under their respective agreements. Such insurance shall be with insurers reasonably satisfactory to the School District. If professional Errors and Omissions Insurance is not reasonably available to the Project Manager, or any consultant, the Project Manager shall promptly, in writing, notify the School District of that fact, stating the reasons therefor.

5.3.5 *Certificates of Insurance.* Prior to the commencement of the Services, the Project Manager shall provide for the School District's review and approval certificates of insurance reflecting full compliance with the requirements set forth in Sections 5.3.1 (Comprehensive General Liability), 5.3.2 (Automobile Liability), 5.3.3 (Workers' Compensation), and 5.3.4 (Professional Errors and Omissions). Such certificates shall be kept current and in compliance throughout the period when Services are being performed and until its final acceptance by the School District (and for two (2) years thereafter for products and completed operations liability), and shall

provide for thirty (30) days advance written notice to the School District in the event of cancellation or material change adversely affecting the interests of the School District.

5.3.6 *Self-Assumption.* All premiums and any deductibles and exclusions in coverage in the policies required under this Section 5.3 (Insurance) shall be assumed by, for the account of, and at the sole risk of the Project Manager or the consultant that provides the insurance. The insurance limits referenced herein shall not in any way limit the liability of Project Manager or any of its consultants during their performance under the Agreement.

SECTION 6 -- TERMINATION

6.1 Termination of Agreement by the School District for Cause.

6.1.1 The Project Manager is in default under this Agreement if:

.1 The Project Manager becomes insolvent or unable to meet its payroll or other current obligations, or is adjudicated a bankrupt; or has an involuntary petition in bankruptcy filed against it; or makes an assignment for benefits of creditors, files a petition for an arrangement composition or compromise with its creditors under any applicable laws; or has a trustee or other officer appointed to take charge of its assets;

.2 The Project Manager assigns all or any part of this Agreement, in violation of the provisions of this Agreement;

.3 The Project Manager abandons all or any portion of the Services;

.4 The School District determines that the Project Manager's duties are not being performed with such diligence as will ensure its completion within the time specified in this Agreement or the Construction Contract;

.5 The School District determines that the Project Manager is not performing its duties in

accordance with the terms of this Agreement or is performing the Services in bad faith; or

.6 The School District determines that the Project Manager has otherwise materially failed to perform any of its obligations under this Agreement.

If the School District determines that a default under items .3, .4, .5, or .6 above has occurred and is continuing, the School District will give the Project Manager notice thereof. The Project Manager shall have the right to cure any such default within ten (10) days of receipt of such notice, or, if such default cannot be cured within such ten (10) days, to commence the cure within such ten (10) days and diligently proceed to complete such cure. If the default is not cured by the termination date, or if the default occurs under items .1 or .2 above, the School District shall have the right (but not the obligation) to take over performance of the Services and prosecute the same to completion, by contract or otherwise, and all documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or for the benefit of the Project Manager shall, at the option of the School District, become the School District's property.

6.1.2 Whether or not this Agreement is so terminated, the Project Manager shall be liable to the School District for any damage or loss resulting from any failure or violation by the Project Manager described in Section 6.1.1 above. The rights and remedies of the School District provided by this Section are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

6.1.3 The School District shall be liable to the Project Manager for the Project Manager's just and equitable compensation for any Services satisfactorily completed in accordance with this Agreement less any damages incurred by the School District and caused by the Project Manager, but in no event shall this compensation exceed the contractual compensation for the Services satisfactorily completed at the time of termination. In no event shall the School District be liable for any consequential or incidental damages, including but not limited to loss of profit on these or other projects or of reputation incurred by the Project Manager as a result of such termination. If the School District purports to terminate all or a part of this

Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of the School District pursuant to Section 6.2, and the rights of the parties shall be determined accordingly.

6.2 Termination for Convenience by the School District.

6.2.1 The School District may, at its option, terminate all or a portion of the Services not then performed under this Agreement at any time by so notifying the Project Manager 15 days in advance in writing. After receipt of any such notice, the Project Manager shall stop Services to the extent and on the date specified in the notice, terminate all consultants and other commitments to the extent they relate to the Services terminated, and deliver to the School District all records, computations, drawings, specifications, and other material and information prepared or obtained hereunder in connection with the Services terminated. All documents and other materials shall, at the option of the School District, become its property. The Project Manager's compensation shall be that portion of the compensation in Section 4.1.1 for services performed prior to termination and proper compensation for Reimbursable Expenses (4.1.3) and for such Services and Reimbursable Expenses as, with prior written approval of the School District Representative, may be incurred thereafter in concluding the Services terminated. Except as provided in this Section, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement. The School District shall not be liable for any consequential or incidental damages, including but not limited to loss of profits on this or other projects or of reputation incurred by the Project Manager as a result of such termination.

6.3 Termination of Agreement by the Project Manager for Cause.

6.3.1 Should the School District fail substantially to perform in accordance with the terms of this Agreement through no fault of the Project Manager, the Project Manager may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least thirty calendar days after the notice, during which period the School District shall have the

right to cure the default. In the event of such termination, the Project Manager shall be compensated in accordance with Section 6.2.

or 60 days after Final Acceptance of the Project which is the subject of the claim.

SECTION 7--GENERAL CONSIDERATIONS

7.2 Reuse of Documents.

7.1 Dispute Resolution

7.1.1 If any controversy or claim arises out of or relates to this Agreement, or breach thereof, the parties agree to the following procedure:

.1 The party with a claim shall promptly notify the other party of the claim.

.2 The parties shall promptly attempt to resolve the dispute by direct negotiations in an amicable manner.

.3 If the parties fail to reach agreement by direct negotiation, the parties will submit any disputes to nonbinding mediation before a single mediator mutually selected by the parties or, if mutual agreement is not achieved within thirty days of demand, under the Construction Industry Mediation Rules of the American Arbitration Association then in effect. This requirement cannot be waived except by an explicit written waiver signed by both parties. An officer of both parties, having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest (such as consultants, the Contractors, subcontractors or suppliers), their representatives, with full authority to settle the claim, shall also attend the mediation session. Unless the School District and the Project Manager mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to final acceptance by the School District of the Project that is the subject of the claim.

.4 Neither party may bring litigation on any claim or dispute unless it has been properly raised and considered in the above mediation procedure, unless such litigation must be brought due to statute of limitation or civil rule time constraints. All unresolved disputes of the Project Manager shall be waived and released unless litigation is served and filed within the later of 60 days after the mediation is ended

7.2.1 The School District shall retain an ownership and property interest in the Contract Documents whether or not the Project is completed. The Project Manager may make and retain copies for information and reference. To the extent that the Project Manager's Services delivered to the School District hereunder include materials subject to copyright, Project Manager agrees that the Services are done as a "work made for hire" as that term is defined under U.S. copyright law, and that as a result, the School District shall own all copyrights in the Services. To the extent that the Services do not qualify as a work made for hire under applicable law, and to the extent that the Services include material subject to copyright, patent, trade secret, or other proprietary right protection, Project Manager hereby assigns to the School District, its successors and assigns, all right, title, and interest in and to the Services, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Project Manager shall execute and deliver such instruments and take such other action as may be required and requested by the School District to carry out the assignment contemplated by this Section. Any documents, magnetically or optically encoded media, or other materials created by Project Manager pursuant to this Agreement shall be owned by the School District and subject to the terms of this Section.

7.3 Remedies not Exclusive.

7.3.1 No remedy conferred upon either party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

7.4 Entire Agreement.

7.4.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof; and all prior negotiations, understanding and contracts are superseded and replaced by this Agreement and shall be of no further

force and effect. No modification of this agreement shall be of any force or effect unless reduced to writing and signed by both parties and expressly made a part of this Agreement.

7.5 Nondiscrimination.

7.5.1 The Project Manager shall comply with all applicable provisions of RCW 49.60, the Law Against Discrimination, and all other applicable federal, state, and local laws.

7.6 Drug- and Weapons-Free Workplace.

7.6.1 The Project Manager and its subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

7.6.2. The Project Manager and its employees, agents, and consultants shall not bring onto the Project site or onto any School District property any firearm or any other type of weapon described in either RCW 9.41.280(1) or RCW 9.41.250. Any person violating this Section shall immediately be removed from the Work, and such a violation shall be grounds for a termination of this Agreement for cause at the School District's discretion.

7.7 Tobacco-Free Environment.

7.7.1 Pursuant to RCW 28A.210.310, smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products, including vaping, is prohibited on all school district property.

7.8 Employees.

7.8.1 The Project Manager shall enforce strict discipline and good order among the Project Manager's employees and other persons carrying out this Agreement, including observance of drug testing and all smoking, tobacco, vaping, parking, safety, weapons and other rules governing the conduct of personnel at a Project site. The Project Manager shall not permit

employment of unfit persons or persons not skilled in tasks assigned to them. The Project Manager shall ensure that all persons performing the Work comply with the School District's tobacco use policy and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff. The Project Manager shall not utilize any employee at a Project site who is a registered sex offender or who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. At no change to its Fee, the Project Manager shall remove from the Work and a Project site any employee or other person who has engaged in such actions or who the School District reasonably considers objectionable. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

7.9 Controlling Law.

7.9.1 This Agreement shall be governed by the internal law of the State of Washington; provided, however, that Washington law relating to conflict of laws shall not apply, and, in the event of an actual or alleged conflict of laws, the Washington law shall govern. The exclusive venue for any disputes arising under this Agreement shall be in the Superior Court in Jefferson County, Washington.

7.10 Confidentiality.

7.10.1 The Project Manager will keep all information concerning the Program and Projects confidential, except for (1) communications incident to completion of the Project between the Project Manager, the architect, and the Contractor (including their consultants and subcontractors), (2) communications publicity approved by the School District, and (3) communications in connection with filings with governmental bodies having jurisdiction over the design or construction of the Project.

7.11 Successors and Assigns.

7.11.1 The School District and the Project Manager are hereby bound, and the partners, successors, executors, administrators and legal representatives of the School District and the Project Manager (and, to the extent permitted by Section 7.11.2, the assigns of the School District and the Project Manager) are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.11.2 The Project Manager shall not assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the School District, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Section shall prevent the Project Manager from employing such independent professional associates and consultants as the Project Manager may deem appropriate to assist in the performance of Services hereunder.

7.11.3 Nothing in this Agreement shall be construed to prevent the School District from assigning a part of its interest in this Agreement.

7.11.4 Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the School District and the Project Manager, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the School District and the Project Manager and not for the benefit of any other party.

7.12 No Third Party Rights

7.12.1 The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto and their respective

successors and assigns. None of the rights or obligations of the parties set forth or implied herein are intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or otherwise inure to the benefit of any contractor, subcontractor, worker, supplier, mechanic, architect, insurer, surety, guest, member of the public, lender, or other third parties having dealings with either of the parties hereto or involved, in any manner, in the Program.

7.13 Waiver

7.13.1 Except as expressly provided in this Agreement, no waiver by a party of any breach of this Agreement shall be deemed to be a waiver of any other breach by such party. No failure or delay by a party to exercise any right it may have by reason of the default of the other shall operate as a waiver of such default or result in the modification of this Agreement.

7.14. Accounting.

7.14.1. Upon request, the Project Manager shall provide the School District with an accounting of Services, which shall detail the Services performed, the amounts paid to any subconsultants (supported by copies of all paid invoices) and such other information as the School District may reasonably request. Upon request, the Project Manager shall provide the School District with access to the books and records related to the Services of the Project Manager and its subconsultants for inspection, audit, and reproduction.

7.15. Safety and Compliance with Rules.

7.15. The Project Manager shall comply with the School District's rules and regulations regarding conduct on grounds and buildings under the School District's control and not within the limits of the Project. The Project Manager shall be responsible for the safety of its own personnel, equipment, agents, independent contractors, and subconsultants, and shall be responsible for the general public health, safety, and welfare related to or arising from its acts or omissions at the site.

7.16 Definitions

7.16.1 "Change Order" has the meaning ascribed to that term in the Construction Contract.

7.16.2 "Contract Documents" means the Construction Contract and all documents incorporated therein, together with all appendices and all specifications, drawings, addenda, and other modifications related to any of the foregoing, including Change Orders and Construction Change Directives.

7.16.3 "Construction Change Directive" has the meaning ascribed to that term in the Construction Contract.

7.16.4 "Project Completion" means the date scheduled for completion of the Project as set forth in the Construction Contract and as the School District may change such date from time to time.

7.16.5 "Project Schedule" means the schedule for the design, construction, and occupancy of the Project, including, without limitation, purchasing of equipment and other items.

7.16.6 "Work" means the work of the Contractor and/or its subcontractors in furtherance of the design and construction of the Project pursuant to the Construction Contract including, without limitation: personnel, labor and materials, tools, supplies, equipment, goods and other property, transportation, criteria, designs, drawings, reports, specifications, procedures, data, writing, documents and information, work and other items.

7.17 Notice

7.17.1 Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or instead of such personal service, three (3) days after deposit in the United States mail, first-class postage prepaid, addressed as follows, or upon sender's confirmed receipt of a facsimile transmission to the fax number set forth below:

To the School District:

Port Townsend School District No. 50
1610 Blaine Street
Port Townsend, Washington, 98368
Attn.: Dr. David Engle, Superintendent
Email: dengle@ptschools.org
Fax: (360) 385-3617

To the Project Manager:

The Robinson Company
101 Stewart Street, Suite 925
Seattle, WA 98101
Attn.: Kirk Robinson, President
Email: bkrobinson@robinson-co.com
Fax: (206) 441-8991

Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this Section.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Project Management Agreement as of the date first set forth above.

OWNER
PORT TOWNSEND SCHOOL DISTRICT NO. 50

PROJECT MANAGER
THE ROBINSON COMPANY

By _____
Name: Dr. David Engle
Title: Superintendent

By _____
Name: Kirk Robinson
Title: President

EXHIBIT A

PROJECT MANAGER'S BASIC SERVICES

A. Predesign Phase

1. Program and Project Management. During this phase, the Project Manager and the School District will establish the Program team. The team and the Project Manager will review the planning information that has been developed to ensure the plan is complete and that appropriate user input has been included in the Program and Project planning. The predesign team and Project Manager should assist the School District in developing a plan that meets the requirements outlined in this Agreement and OSPI requirements.

During the predesign phase, the Project Manager will assist in the development of the project management plan for both the Program and individual Projects. The plan should include at least the following elements as part of the Project planning process.

- Project descriptions.
- Milestone schedules.
- Master schedules.
- Quality management approach.
- Reference to Project documents.
- Project organization chart and staffing plan.
- Explanation of roles, responsibilities, and authority of team members.
- Qualifications of assigned team members.
- Project budget/work breakdown structure.
- Environmental/archeological considerations.
- Applicable Project procedures manual(s).
- Management information system.
- Communications protocol.
- Design.
- Bid packaging and contracting strategy.
- Project site mobilization and utilization.
- Construction.
- Commissioning.
- Warrantees.

In addition to the Program plan, the Project Manager will assist a Project team in developing a Project Procedures Manual to establish levels of team member authority, systems, methods, and procedures to be followed for Project implementation. The procedures manual should include but not be limited to:

- The budgets and systems required for monitoring and controlling Project costs.
- The quality assurance program established by the team and how is to be implemented.
- The Program and Project schedules and how they are to be developed, implemented, and maintained.
- Specific Project systems, methods and procedures, i.e., bidding, payments, change orders, submittals, correspondence, reports, performance records, claim resolution, etc.
- Functional responsibilities and limits of authority.
- Correspondence distribution matrix.
- Safety program for occupied areas.
- Check lists.
- Listing of meetings (e.g., types, frequency).
- Sample forms to be used.
- Coordination matrix.
- Management information system.

The Project Manager will assist in predesign Project conferences to communicate the contents of the procedures manual to the team and to establish a commitment and understanding of the Project goals, the Project approach, and procedures to be used by the School District, the design professionals, others with Project involvement, and the Project Manager.

2. Cost Management. During the predesign phase of each Project, a preliminary cost estimate will be prepared by the design team. The Project Manager's role is to:

- Investigate factors (e.g., risks) likely to affect construction costs.
- Survey the local construction market to determine the current costs, availability of labor, materials, equipment, current and future bidding climates, and other factors.
- Obtain cost database for similar projects escalated to the time and place of the new Project.
- Review the preliminary estimate of construction costs and the total Project cost to determine whether the Project as conceived will meet School District needs. Since only preliminary design will have been performed, the estimate and review should include the assumptions made and quality level presumed.
- Evaluate alternatives by review of cost estimates and, where applicable, life cycle cost studies, energy studies, and preliminary cash flows.

3. Time Management. A master schedule should be developed to include all of the major activities leading to a fully operational facility for the Program and each Project. The activities to be considered include:

- Grants and funding.
- Studies, surveys and recommendation.
- School board review and approval.
- D-Form submittal schedules
- Predesign.
- Facility design.
- Bid and award.
- Construction.
- Move in sequence and occupancy.

A milestone schedule should be prepared from the master Program and each Project schedule. This schedule should indicate the latest acceptable date for each activity to be completed and the party responsible for accomplishing that activity.

The Project Manager should update the master Program and each Project schedule to reflect progress on a regular basis. As the scope of the Program and then each Project is developed, the Project Manager should recommend revisions to the master schedule due to scope changes, funding availability, changing interface/coordination issues, or other reasons.

4. Quality Management. The Project Manager will assist in the establishment of a program of quality management that will endure throughout the life of the Program and each Project. The Project Manager should meet with the School District and others as required to clarify goals and objectives of the quality management program. The organizational responsibility for quality must be clearly established for each phase of the work. The Project Manager will assist in the development of a comprehensive quality management plan with direct input from the Architect. All the affected parties should approve the plan.

5. Project/Contract Administration. Administrative tasks to be performed by the Project Manager during this phase of each Project include assistance in establishing and implementing communication programs between the School District and the Project team, review of School District policy implementation, consultant contract review with legal counsel, and announcements for retaining additional outside team members. The Project Manager may also be asked to participate in the selection of the various design professionals for the Project and participate in design contract reviews.

6. Safety Management. At all times the construction Contractor shall be fully responsible for safety on the construction site. During this phase, the Project team and Project Manager will identify potential Project safety risks for planning purposes. It may be prudent to add a city/town traffic engineer, insurance risk manager, certified safety professional (CSP) and/or certified industrial hygienist (CIH) to the team when special Project conditions are anticipated. The following items should be considered during the predesign phase:

- Responsibilities.
- Work area security.
- Types of construction activities.
- People traffic flow in and around the site.
- Vehicular traffic flow in and around the site.
- Available emergency response.
- Available minor injury treatment facilities.
- Underground storage tanks on site.
- Asbestos involved.
- Underground utilities on site.
- Special high-risk construction methods (i.e., blasting, pile driving, deep trenching, etc.).
- Safety programs

B. Design Phase

1. Project Management. During the design phase, a process of continual review and consultation must occur among the team members, including the Project Manager, on all issues as the team moves from fundamental and general discussions, initially, to decisions on details as the design progresses on each Project. The process will include a value engineering review and a constructability review, both of which the Project Manager may lead in or participate in at the discretion of the School District. The Architect has total responsibility for design decisions and execution. If the School District selects a GC/CM contractor, as anticipated, the GC/CM will also participate in the design phase. The Project Manager will participate in and oversee the GC/CM selection process, as outlined in RCW 39.10. The Project Manager will assist the team by carrying out the following activities:

- Design document review. Endeavor to ensure documents are clear, consistent, and coordinated between parties involved.
- Phasing documents review. Participate in the establishment of construction phasing plans to endeavor to ensure that phasing is approached in a constructible manner consistent with an occupied construction site.
- Document distribution. Work with the Project Managers to coordinate and expedite the distribution of information among all team members and agencies.
- Contract agreements. Participate with legal counsel to prepare bidding and construction contract agreements for inclusion in the bid documents.
- Public relations and Project marketing to the construction community. Assist the School District in public relations activities, particularly those with respect to developing interest among bidders.

- Public relations and project marketing to the local community. Assist the School District in public relations activities, particularly those with respect to developing/maintaining support from School District staff, local agencies and community members.
- Project funding. Assist the team with OSPI and other requirements, including but not limited to being responsible for all D-form documents throughout the life of the Program, and during all phases of the Program.
- Meetings. Conduct periodic meetings to assess design progress, verifying adherence to the project management plan, documenting performance, planning for completion, and taking necessary action to resolve current issues.
- Consulting activities. Provide input on work packaging and construction during the design phase.

2. Cost Management. The Project Manager will participate as a Project team member and provide timely cost advice as the design evolves. The Project Manager's cost management role during the design phase includes:

- Assist with establishing a uniform cost estimating framework.
- Review estimates as design evolves and to the same level of detail available on the drawings, such as schematic design, preliminary design, in-process design (60 to 90 percent), and completion of bid documents.
- Prepare estimates of cost escalation based on expected local conditions.
- Participate in and review the recommendations from the value engineering study with the Project team and adjust estimates for those items adopted by the team.
- Monitor the Architect's and GC/CM's estimates related to design and design development so that costs are within the budget.
- Assist in the preparation and implementation of cost tracking and forecasting system to effectively track expenses, forecast and control future costs.

3. Time Management. The Architect will work with the Project team to prepare a realistic schedule for the planning and execution of the design phase of each Project. This schedule should be compatible with the master Project and Program schedules and the milestone schedule. When the design schedule is approved, the Project Manager will monitor the Architect's compliance with this schedule and report critical path delays to the School District. The Project Manager will work with the Architect to minimize delays. As the design develops, the Project Manager will prepare a pre-bid construction schedule as a reasonable estimate for the proposed work sequence, restraints, dependencies, and expected activity duration based on experience with past similar projects. The Project Manager and Project team will establish a reasonable amount of float to accommodate future unknown conditions and changes. The Project Manager will assist the School District in determining how float will be managed during the course of the Project.

4. Quality Management. The Project Manager will assist the Project team to manage the design process with a goal of achieving contract documents developed in accordance with the Project schedule that support a successful procurement activity and ultimately the completion of the Project in

accordance with all the Project quality requirements. The major elements of the design phase quality management plan are:

- Design procedures, including interdisciplinary coordination and independent reviews.
- Document control.
- Review of design submittals.
- Control of design criteria changes.
- Quality assurance reviews.
- Constructability reviews.
- Value engineering.
- Construction testing requirements.

5. Project/Contract Administration. The Project Manager will assist the Project team in achieving a complete set of documents that define a cost-effective Project that can be bid in the current marketplace within the established School District budget, quality, and time restraints. The Project Manager will assist in the administration of the design contracts by performing the following activities:

- Design progress. The Project Manager will assist the Project team to implement a system for flow of information to all affected members of the team related to progress and design issues.
- Design review meetings. The Project Manager will assist the Project team to ensure that design review meetings include design review comments and achieve a mutual understanding between the Project team and the design professionals. Written record of comments and resolution of comments should be compiled along with meeting minutes.
- Project cost report. The Project Manager will assist the Project team to track design costs against the budget and issue reports of actual and projected costs.

6. Safety Management. The Project Manager, the Project team and the design team will review the Project drawings and specifications to identify specific potential safety hazards that may exist once the Project is begun, but only to the extent the site is occupied during construction. The Contractor performing the construction activity is responsible for its own review of the Project drawings and specifications to determine potential hazards, for the safety and welfare of its employees and for the protection of property and the general public, and is fully and solely responsible for the enforcement and operation of the construction safety program and all safety issues related to construction.

C. Bid and Award Phase

1. Project Management. The Project Manager will assist the Project team to:
 - Prepare notices and advertisements.
 - Endeavor to ensure bid packages include all required information and are complete.
 - Endeavor to ensure bid documents are consistent with Educational Specifications.
 - Implement a bidders' interest campaign.

- Assist with tracking and delivering bid documents to plan centers and contractors.
- Assist with providing information collectively to bidders.
- Assist in bid opening and evaluation.
- Assist in the resolution of any bidding disputes.
- Assist in reference checking and other determination of bidder responsibility, including responsibility of bidder's proposed subcontractors and suppliers.
- Monitor compliance with and signing of construction contracts.
- Assist with School District-purchased/acquired equipment and materials.
- Endeavor to ensure permits are in place.
- Endeavor to ensure insurance and bonds are submitted and meet requirements.
- Participate in the pre-bid meeting, attend the bid opening, and assist with a pre-award conference to endeavor to ensure the apparent successful bidder fully understands the scope of work.

The responsibilities described herein will apply to both the GC/CM selection process and subsequent Subcontractor bidding; or, if a GC/CM is not selected or is terminated prior to Subcontractor bidding, then these responsibilities shall apply to bidding under RCW 28A.335.190.

2. Cost Management. The Project Manager shall:

- Estimate or review estimates in detail of all proposed addenda.
- Assist in the recommendation based on the lowest responsive bid from a responsible bidder to the School District for award.

3. Time Management. The Project Manager will assist the Project team to collectively respond to bidder questions regarding scheduling responsibilities so that each Contractor develops an approach to the construction sequence that will meet the major milestones established by the master schedule for each Project. The Project Manager will assist the School District to review any Contractor schedule exceptions and will assist in providing a recommendation as a part of the bid evaluation.

4. Quality Management. The Project Manager will assist the Project team in the procurement process in a manner that will comply with all internal and external quality requirements, attempt to secure contractors capable of satisfying those quality requirements, and result in the successful and timely award of a contract for construction. The major elements of the procurement phase quality management plan are:

- Procurement planning.
- Advertisement and solicitation of bids.
- Instruction to bidders.
- Pre-bid conference.
- Proposal document protocol and bid opening.

- Pre-award conference.
- Contract award.

5. Project/Contract Administration. The Project Manager will assist the School District to obtain a responsible contractor and subcontractors for the Project, including:

- Bid package development. The Project Manager will assist the Project team to review the specifications, drawings, and geotechnical and other pertinent test information for the Project to endeavor to ensure or develop a clear scope of work for bidding.
- Bidders interest campaign. The Project Manager will assist the Project team by conducting a telephone and/or written campaign to generate maximum interest among bidders. Feedback from the campaign can be used to evaluate the bidding climate and help establish the timing for bidding.
- Notices and advertisements. The Project Manager will assist the School District in drafting notices and advertisements for bid.
- Delivery of bid documents, including addenda. In coordination with the Project team, the Project Manager will assist the Project Team to administer the distribution of the bid documents. The Project Manager shall review that the bid documents are issued to the appropriate plan centers and review records of who requested and received the bid documents.
- Information to bidders. The Project Manager will assist the Project team to establish the procedures for, and to endeavor to ensure that bidder questions are, collectively answered and information is uniformly made available to all bidders.
- Pre-bid conferences and meetings: The Project Manager shall assist the Project team in the pre-bid conference. The pre-bid conference should address scope, schedule, quality, site access, time restraints, administrative requirements, or other special Project conditions.
- Bid evaluation. The Project Manager will assist the Project team in evaluation of the bids for completeness, responsiveness, and pricing. The Project Manager will assist the Project team to endeavor to ensure that the Architect performs technical reviews when appropriate. The Project Manager will assist in the resolution of bidder exceptions and clarifications in a manner acceptable to the School District. The Project Manager will assist the Project team to prepare a comparison of bidders and a written recommendation for award.
- Pre-award conference. The Project Manager will assist the Project team to conduct a pre-award conference with the apparent low responsive bidder to endeavor to ensure the bidder fully understands the scope of work and conditions related to the award of the contract.
- Construction contracts. When requested, the Project Manager will participate in the final contract award.
- Notice to proceed. The Project Manager will assist the Project team to verify that all contract preconditions such as insurance, bonds, and permits have been met by the Contractor.

6. Safety Management. The Project Manager will assist the Project team to endeavor to ensure that the Contractor presents its proposed safety program at the preconstruction conference. At this time information should be provided concerning emergency response programs and procedures, safety meeting times and schedules, training requirements, site safety surveys, accident investigations, reporting procedures, and transmittal of all safety-related materials to all subcontractors and any lower tier. The Contractor will be solely responsible for the enforcement of its safety practices.

D. Construction Phase

1. Project Management. The Project Manager will assist the Project team to help to expedite and improve the efficiency of the construction process through professional planning and execution of Project activities to address the School District's scope, cost, quality and time requirements. The Project Manager's overall Project management responsibilities include:

- On-site facilities. Assist the Project team to endeavor to ensure office space, storage, environmental controls, work areas, parking, general access, and utilities are provided for on-site organizations.
- Coordination. Assist the Project team to provide coordination of individual design professionals and contractors. Endeavor to ensure on-site work activities are coordinated with School District functions.
- Safety. Assist the Project team to endeavor to ensure Contractor and all site personnel implement a safety program that correctly interfaces with the School District's operations and the general public.
- Meetings. Assist the Project team in regularly scheduled meetings to address coordination, schedule, cost, and quality of work in progress. Assist the Project team at special meetings with team members, as required, to discuss and resolve Project issues. Ensure that minutes are promptly prepared and distributed.
- Time management. Assist the Project team to monitor the Project master and construction schedules and keep the School District informed of progress.
- Budget and cost monitoring. Assist the Project team to track and take appropriate action to stay within the budget.
- Shop drawings. In collaboration with the Architect, monitor and confirm that appropriate procedures are established, implemented and followed for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- Payment requests. Review and recommend approval of requests for payment, as requested.
- Change orders. Review and assist in the approval of change orders, if requested.
- Claims management. Implement a claims avoidance program and, when required, perform merit evaluation, entitlement evaluation, negotiations, and prompt settlement of claims.
- Quality management. Assist the Project team in quality assurance function during construction, as requested.

- School District-purchased materials and equipment. Assist the Project team to identify long lead items for pre-purchase and coordinate scheduling, on-site delivery and storage, and installation and testing of these materials and equipment.
- Record drawings. Assist the Project team to endeavor to ensure records are maintained by the Contractor. Assist in a review for completeness of final as-builts.
- Record keeping. Assist the Project team to establish a systematic method for paperwork, such as a management information system.
- Management reporting. Assistance in keeping the School District and team members informed of construction progress and issues.

2. Cost Management. The Project Manager will assist the Project team to implement the cost management procedures and help monitor costs through the completion of construction. The Project Manager's role includes:

- Assist the Project team to establish a schedule of values with the Contractor for payments.
- Assist the Project team to establish and implement a change order control system.
- Assist the Project team to perform independent estimates for change orders to determine reasonableness.
- Assist the Project team to perform trade-off studies on materials, systems, equipment, work practices, and accessories.
- Assist the Project team to establish a detailed audit record trail for subsequent audits, claims, or investigations.

3. Time Management. The Project Manager will assist the Project team to endeavor to ensure that the approved Contractor's construction schedule supports the master schedule and milestone dates. The Project Manager will assist the Project team to monitor the Contractor and master schedule as follows:

- At least weekly, review and assess the performance of the Contractor and other team members.
- Establish a systematic procedure for gathering and analyzing the progress of the Project.
- Establish a regular schedule of Project meetings and require that each team member bring all the necessary schedule status information.
- Prepare a narrative report for the School District on the status of the overall Project. Address progress to date and those areas or activities having problems or requiring management attention, and pay particular attention to the critical path and near critical path activities.
- Clearly documented and maintained time extension requests and time extensions granted, pending, and denied.
- Prepare independent time impact analysis to substantiate time changes for critical path activities.

- As necessary, recommend recovery of lost time or time delays and develop a recovery schedule with the Contractor.
- In the event of Project claims, prepare reports and supporting information to resolve the dispute or defend against the claim. Upon request, make specific recommendations and work with the School District and legal counsel to resolve the claim.

4. Quality Management. The Project Manager will assist the Project team in assuring that construction is completed in accordance with the requirements of the contract documents and will obtain documentation to verify that such compliance was achieved. The major elements of the construction phase quality management plan are:

- Preconstruction conference.
- Construction planning and scheduling.
- Inspection and testing.
- Reports and record keeping.
- Control of changes in the work.
- Document control and distribution.
- Nonconforming and deficient work.
- Final review, documentation, and punch list work completion.
- Occupancy.
- Substantial and final completion.
- Final acceptance.

5. Project/Contract Administration. The Project Manager will assist the Project team in assuring that documentary evidence of proper contract implementation is managed, maintained, and focused upon fulfilling the scope, cost quality, and time requirements for the Project.

- Preconstruction orientation conference. The Project Manager will assist the Project team to organize a meeting with the successful Contractor to review administrative and other reporting procedures required as well as introduce the design team and other team members and explain their Project role. The Project Manager will participate in any formal partnering process established by the School District.
- On-site communication procedures. The Project Manager will assist the Project team to prepare and issue communication procedures to endeavor to ensure effective team functioning during construction:
 1. Project directory.
 2. Communications flow chart.
 3. Contractor correspondence files.
 4. Chain of responsibility and authority.
 5. Submittal flow chart and logs.

6. Field orders.
 7. Coordination meetings.
 8. Quality assurance/quality control.
 9. Substitutes.
 10. Directives and reports.
 11. Cost and schedule performance data.
- Project site meetings. The Project Manager will assist the Project team to organize, conduct, and record regularly scheduled meetings involving the Project Manager, the Contractor's supervisory personnel, the Architect, and appropriate School District personnel. The purpose of the meetings is to:
 1. Review progress and discuss short-term and long-range plans for Contractor.
 2. Discuss and resolve scheduling/coordination problems.
 3. Obtain answers and clarifications to any questions.
 4. Review and resolve monthly payment requests, specifically noting concurrence with the Architect on the Contractor's invoices. Ensure proper format and documentation is submitted.
 5. Coordinate long-lead procurement.
 6. Resolve any other issues brought to the Project team.
 - Contract documentation procedures. The Project Manager will assist the Project team to establish systems for receiving, handling, and distributing the following:
 1. Contract documents.
 2. Contractor requests for information.
 3. Change orders and construction change directives.
 4. Submittals—receipt and approvals.
 5. Unforeseen conditions.
 6. Claims.
 7. Meeting minutes.
 8. Project reports.
 9. Daily field reports.
 10. Payment requests and payment reports.
 11. Photographs.
 12. Cash flow projections.
 13. Cost summary reports.
 14. Schedule variance reports.

15. Special record keeping.

16. As-built drawings.

6. Safety Management. During construction the Contractor is solely responsible for the implementation and enforcement of the safety program at the site.

Safety coordination should be discussed weekly with the Contractor as a part of Project meetings to endeavor to ensure that construction activities planned for the near term will not jeopardize the safety of students, faculty, or the general public. The Project Manager will assist the Project team to endeavor to ensure that the job site safety committee meets at least once per month to review safety issues and Contractor progress on the job site.

E. Commissioning and Close-Out Phase

1. Project Management. The Project Manager will assist the Project team to manage an effective commissioning and start-up program, endeavor to ensure punch work items are completed, schedule and participate in the occupancy permit process, and close out all Project contracts.

2. Cost Management. The Project Manager will assist the Project team to summarize the total Project cost in a final report, listing all change orders and identifying any unresolved issues that may have a cost impact.

3. Project/Contract Administration. To assist the Project team to endeavor to ensure satisfactory facility use/occupancy, the Project Manager will assist the Project team to perform the following activities related to administration:

- Maintenance manuals and operating procedures are obtained, indexed, and organized for future maintenance.
- Spare parts and warranties are reviewed for contract compliance and safely archived.
- Final permits are obtained and meet agency requirements.
- Move-in plan established.
- Start-up of major equipment and confirmation of performance is verified.
- Punch list items corrected.
- Final payment conditions met.
- Contract close-out.
- Close-out reports prepared.
- Contractor/subcontractor evaluation completed and submitted to OSPI.

EXHIBIT B
PROGRAM BUDGET

The School District's construction budget for the Program is \$41,000,000.

EXHIBIT C

PROJECT MANAGER'S HOURLY RATES AND PRICING

<u>Position</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
	<u>2016</u>	<u>2017</u>	<u>2018</u>
Kirk Robinson, Principal-in-Charge, Project Management	\$150	\$155	\$160
Estimating	\$135	\$140	\$145
Craig Sheets, Project Manager	\$135	\$140	\$145

Rates for Reimbursable Expenses: Cost plus five percent (5%).

The Project Manger's compensation for services shall be per these hourly rates up to the not to exceed amount listed on its February 17, 2016 Fee Matrix, attached as Exhibit D. Project Manager is responsible to complete the Services described in this Agreement and in Exhibit D within the not to exceed amount of Six Hundred Thirty-Eight Thousand Eight Hundred Ninety-Eight Dollars (\$638,898.00) regardless of the number of hours incurred by Project Manager to complete the Services. This not to exceed amount is a maximum for the entirety of the Program, but does not create any maximum by phase or task of work. In other words, if the Project Manager spends less on one phase and more on another phase, the fees billed will be acceptable so long as the total remains under the not to exceed amount listed above. Any savings incurred from the total hours listed on Exhibit D shall accrue to the School District.

The following expenses are included in the above hourly rates: Computer hardware and software, cell phone, office supplies, long distance phone charges, facsimile, mileage, ferry fares, and travel and transportation costs. Prints larger than 11x17 and printing of final specifications sets at the end of each milestone (design development, contract documents, permit set, bidding, and as-builts) are separately reimbursable. Reimbursable Expenses mean the actual expenses paid by the Project Manager or the Project Manager's independent professional associates or consultants in connection with the Program or individual Project. In addition, if the School District provides written authorization in advance, Reimbursable Expenses will also include expenses incurred for highly specialized equipment.

Port Townsend School District - Robinson Fee Matrix 2/17/16

Major Tasks and Work Items		Start	Finish	Duration	KR	E	PM	TOTALS
1	KR = Kirk Robinson, Principal-in-Charge Project Management							
2	E = Robinson Estimator							
3	PM = Craig Sheets							
4								
5								
6	DESIGN, PERMITTING AND FINANCING	2/15/16	5/31/17	15.5 mo				
7								
8	Pre-Schematic Design	2/15/16	4/15/16	2 mo				
9	Review current project scope and schedule				4		0	
10	Review site conditions				8		8	
11	Review current drawings				0		0	
12	Review current reports				0		0	
13	Review current contracts (if any)				0		0	
14	Update earlier construction budget				2		0	
15	Update earlier soft costs				2		0	
16	Develop Budget/Schedule 1				4		0	
17	Meet with PTSD - to review Budget/Schedule 1				4		0	
18	Develop Budget/Schedule 2				8	4	0	
19	Meet with PTSD to review Budget/Schedule 2				6		0	
20	Architect Fee Negotiations				6		0	
21	Draft/Negotiate Agreement for Architect (needs legal review)				10		0	
22	Review Arch. Insurance Coverages for Owner w/ Ins. Agent				2		0	
23	Assist in Defining Construction Delivery Method				0		0	
24	Review Ed. Specs				4		0	
25	Meet with Jurisdictions to Review Project and Schedule				6		0	
26	Develop Budget/Schedule 3, if necessary				4	20	0	
27	Meet with PTSD to review Budget/Schedule 3, if necessary				4		0	
28	Meet with OSPI to Review Project and Funding Opportunities				10		0	
29	Develop Cash Flow Schedule				4		0	
30	Develop RFP for Soils Engineer/Distribute				4		0	
31	Receive/Evaluate Soils Engineering Proposals				2		2	
32	Draft Contract w/ Soils Consultant/Finalize Cont.				1		3	
33	Develop RFP for Haz.Mat. Consultant/Distribute				4		0	
34	Receive/Evaluate Haz.Mat. Consultant Proposals				2		2	
35	Draft Contract w/ Haz.Mat. Consult./Finalize Cont.				1		3	
36	Develop RFP for Surveyor/Distribute				4		0	
37	Receive/Evaluate Surveyor Proposals				2		2	
38	Draft Contract w/ Surveyor Finalize Contract				1		3	
39	Develop RFP for Traffic Engr./Distribute				4		0	
40	Receive/Evaluate Traffic Engr. Proposals				2		2	
41	Draft Contract w/ Traffic Engr./Finalize Cont.				1		3	
42	Develop RFP for Phase One Firm//Distribute				4		0	
43	Receive/Evaluate Phase One Firm Proposals				2		2	
44	Draft Contract/Review with Phase One Environmental Firm				1		3	
45	Coordinate Soils Investigation Work				0		16	
46	Review Soils Report/Distribute				1		2	
47	Coordinate Survey Work				0		8	
48	Review Survey/Distribute				1		4	
49	Coordinate Haz. Mat Consultant Work				0		8	
50	Review Haz. Mat Report/Distribute				1		4	
51	Coordinate Traffic Engineer Work				0		8	
52	Review Traffic Engineer Report/Distribute				1		4	
53	Coordinate Phase One Report Work				0		8	
54	Review Phase One Report/Distribute				1		4	
55	Weekly Meetings/Calls with Client				32		0	
56	Attend Monthly Board Meetings (one)				6		0	
57	Invoice Review and Approval - Monthly				4		0	
58	Misc. Meetings with Staff/Consultants				6		0	
59								
60	Schematic Design:	3/15/16	6/15/16	3 mo				
61	Week Meeting with Design Team Write Minutes				112		0	
62	Review Cost Estimates				8	24	4	
63	Update Project Schedule - Monthly				9		0	
64	Update Cash Flow Schedule - Monthly				9		0	
65	Invoice Review and Approval - Monthly				9		0	
66	Coordinate/Attend VE Study/Review Report with Client				16	16	8	
67	Develop RFP for Commissioning Firm//Distribute				4		0	

68	Receive/Evaluate Commissioning Firm Proposals				2		2	
69	Draft Contract/Review with Comm. Firm/Finalize Cont.				1		3	
70	Initial Meeting with Commissioning Agent/Design Team				6		0	
71	Coordinate with Commissioning Agent				8		0	
72	Coordinate SEPA/Conditional Use Permit Applications				16		0	
73	Negotiate Haz. Mat. Design Agreement				8		0	
74	Develop RFP for VE Firm/Distribute				4		0	
75	Receive/Evaluate VE Firm Proposals				2		2	
76	Draft Contract/Review with VE Firm/Finalize Cont.				1		3	
77	Develop RFP for Constructability Firm//Distribute				4		0	
78	Receive/Evaluate Constructability Firm Proposals				2		2	
79	Draft Contract/Review with Const. Firm/Finalize Cont.				1		3	
80	Meetings with Staff				8		0	
81	Meetings with Parents, if requested				4		0	
82	Meetings with Neighbors, if requested				4		0	
83	Meetings with Public, if requested				4		0	
84	Weekly Meetings/Calls with Client				56		0	
85	Attend Monthly Board Meetings (one)				6		0	
86								
87	Design Development:	6/15/16	10/14/16	4 mo				
88	Week Meeting with Design Team Write Minutes				136		0	
89	Review Cost Estimates				8	24	4	
90	Update Project Schedule - Monthly				16		0	
91	Update Cash Flow Schedule - Monthly				16		0	
92	Invoice Review and Approval - Monthly				16		0	
93	Coordinate with Commissioning Agent				16		0	
94	Meetings with Staff				8		0	
95	Meetings with Parents, if requested				4		0	
96	Meetings with Neighbors, if requested				4		0	
97	Meetings with Public, if requested				4		0	
98	Weekly Meetings/Calls with Client				68		0	
99	Attend Monthly Board Meetings (one)				6		0	
100								
101	Develop Contract Documents - 75%:	10/15/16	2/10/17	4 mo				
102	Week Meeting with Design Team/Minutes				136		0	
103	Review Cost Estimates				8	30	4	
104	Update Project Schedule				16		0	
105	Update Cash Flow Schedule				16		0	
106	Invoice Review and Approval				16		0	
107	Coordinate Constructability Study/Review Report				16	8	8	
108	Work with Commissioning Agent				16		0	
109	Meetings with Staff				8		0	
110	Meetings with Parents, if requested				8		0	
111	Meetings with Neighbors, if requested				8		0	
112	Meetings with Public, if requested				8		0	
113	Weekly Meetings/Calls with Client				72		0	
114	Attend Monthly Board Meetings (one)				6		0	
115	Assist with Securing Financing, if required				8		0	
116	Develop RFP for Testing & Inspection Firm//Distribute				4		0	
117	Receive/Evaluate Testing & Inspection Firm Proposals				2		2	
118	Draft Contract/Review w. Testing/Insp. Firm/Finalize Cont.				1		3	
119	Bid Packaging Review				40		8	
120	Monitor Permit				8		0	
121								
122	Develop Contract Documents - 100%:	2/1/17	4/7/17	2 mo				
123	Week Meeting with Design Team/Minutes				72		0	
124	Review Cost Estimates				8	32	8	
125	Update Project Schedule				8		0	
126	Update Cash Flow Schedule				8		0	
127	Invoice Review and Approval				8		0	
128	Internal Constructability Review				8		32	
129	Coordinate with Commissioning Agent				8		0	
130	Meetings with Staff				8		0	
131	Meetings with Parents, if requested				8		0	
132	Meetings with Neighbors, if requested				8		0	
133	Meetings with Public, if requested				8		0	
134	Weekly Meetings/Calls with Client				36		0	
135	Attend Monthly Board Meetings (one)				6		0	
136								
137	GCCM Selection Process	2/15/16	5/10/16	3 mo				
138	GCCM Process				60		12	
139								
140	GMP Negotiations	3/29/17	4/7/17	.25 mo				
141	GMP Negotiations				40	8	0	

142									
143	Bid Process/Prepare for Construction	4/7/17	6/15/17	2.25 mo					
144	Week Meeting with Design Team/Minutes				80			0	
145	Recruit Bidders				6			24	
146	Coordinate/Attend Pre-Bid Meetings				16			0	
147	Update Cash Flow Schedule				8			0	
148	Invoice Review and Approval				8			0	
149	Review Addenda				4			4	
150	Weekly Meetings/Calls with Client				40			0	
151	Attend Monthly Board Meetings (one)				6			0	
152	Attend Preconstruction Conferences				0			16	
153									
154	Receive Building Permit Approval:	7/15/16	5/15/17	10 mo					
155	Assist with Building Permit Application(s)				w/above			w/above	
156	Monitor Permit Process with Architect and Jurisdictions				w/above			w/above	
157	Assist in Procuring Building Permit				w/above			w/above	
158									
159	F.F.&E. Design Documents:	10/1/16	5/31/17	8 mo					
160	Develop RFP for FFE Design Firm//Distribute				8			0	
161	Receive/Evaluate FFE Design Firm Proposals				8			0	
162	Draft Contract/Review w/FFE Design Firm/Finalize Cont.				8			0	
163	Meet with Users and FFE Firm (3 Times per User)				0			32	
164	Review Preliminary Estimates				2			4	
165	Review Final Bid Documents				2			8	
166	Review Final Estimates				2			8	
167									
168	Bid / Purchase F.F.&E.:	9/1/17	12/1/17	3 mo					
169	Draft Advertisement				1			4	
170	Solicit Bidders				1			8	
171	Review Bids/Check References				1			8	
172	Write Purchase Orders/Subcontracts				2			16	
173									
174	D-Process:	2/15/16	12/1/18	31.5 mo					
175	Assemble Documents/Complete D-1				N/A			0	
176	Assemble Documents/Complete D-3				6			0	
177	Assemble Documents/Complete D-5				8			0	
178	Assemble Documents/Complete D-7				8			0	
179	Assemble Documents/Complete D-9				8			0	
180	Assemble Documents/Complete D-11				8			0	
181									
182									
183									
184	TOTAL HOURS 2016 - Pre-Schematic Design to Construction				1,239	126		167	
185	HOURLY RATE 2016				\$150	\$135		\$135	
186	TOTAL \$\$\$\$ 2016 - Pre-Schematic Design to Construction				\$185,850	\$17,010		\$22,545	\$225,405
187									
188	TOTAL HOURS 2017 - Pre-Schematic Design to Construction				475	40		172	
189	HOURLY RATE 2017				\$155	\$140		\$140	
190	TOTAL \$\$\$\$ 2017 - Pre-Schematic Design to Construction				\$73,625	\$5,600		\$24,080	\$103,305
191									
192									
193	TOTAL DOLLARS - Pre-Schematic Design to Construction				\$259,475	\$22,610		\$46,625	\$328,710
194									
195	CONSTRUCTION AND CLOSE-OUT	6/1/17	10/15/18	16.5 mo					
196									
197	Construction 2017	6/1/17	12/31/17	7 mo					
198	Construction Monitoring/Payment Reviews/CO Reviews				119	12		833	
199	(Assumes PM 28 hrs/week/KR 4 hrs/week)								
200	HOURLY RATE 2017				\$155	\$140		\$140	
201	Total 2017				\$18,445	\$1,680		\$116,620	\$136,745
202									
203									
204	Construction 2018	1/1/18	8/15/18	7.5 mo					
205	Construction Monitoring/Payment Reviews/CO Reviews				128	12		893	
206	(Assumes PM 28 hrs/week/KR 4 hrs/week)								
207	Receive/Install F.F. & E.				2	0		40	
208	Total 2018 Hours				130	12		933	
209	HOURLY RATE 2018				\$160	\$145		\$145	
210	Total 2018				\$20,720	\$1,740		\$135,213	\$157,673
211									
212									
213	Project Close-out Phase	8/15/18	10/15/18	2 mo					
214	Complete All Close-out Documentation				17	0		90	
215	(Assumes PM 10 hrs/week/KR 2 hrs/week)								

AGREEMENT FOR CONSULTING SERVICES PORT TOWNSEND SCHOOL DISTRICT

THIS AGREEMENT is entered into as of May 15, 2016, by and between the Port Townsend School District No. 50, 1610 Blaine Street, Port Townsend, Washington, 98368 ("School District") and Northwestern Territories, Inc, 717 South Peabody Street, Port Angeles, WA 98362 ("Consultant").

A. *The School District desires to engage the Consultant to perform certain technical, professional, and other services described in this Agreement ("Services") for the Grant Street Elementary School Replacement Project ("Project.")*

B. *The Consultant represents that it is in all respects qualified to perform the Services, is capable of performing the Services, and is not financially associated with the School District.*

AGREEMENT

1. **Contractual Relationship**

The Consultant shall be and operate as an independent contractor and shall have control over and responsibility for the conduct of all personnel performing the Services. The Consultant is not an officer, agent, or employee of the School District for any purpose, and is not authorized on behalf of the School District to enter into any agreements, to waive any provisions of the Project's Contract Documents, to receive or accept contractual notice, to authorize payment, or to accept or approve any change in the Contract Sum or Contract Time as set forth in the Contract Documents. The School District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of Consultant or Consultant's employees or agents, or remuneration above the amount stipulated in this Agreement. This Agreement does not preclude the Consultant from undertaking work or assignments from other school districts, agencies or individuals.

2. **Scope of Service**

a. Services. The Consultant shall perform Land Surveying Services and Geo-Technical Services as directed by the School District and pursuant to this Agreement. Any terms therein inconsistent with this Agreement and any limitations or extensions of liability therein are void unless each such term is initialed by both parties.

b. Performance. All of the Services will be performed by or through the Consultant in a satisfactory and proper manner, as determined by the School District. None of the Services shall be subcontracted without prior written approval of the School District. The Consultant shall perform the Services to the standard of care, skill and diligence of

AGREEMENT FOR CONSULTING SERVICES

Port Townsend School District

91004-1114/130910337.1

similar consultants practicing under similar conditions. At the time of performance, the Consultant shall be properly licensed, equipped, organized and financed to perform the Services. The Consultant shall be familiar with the Project requirements, such as the program, Project site work area, Contract Time, and other information affecting the Consultant's services.

c. Correction. The Consultant shall, at no cost to the School District, promptly and satisfactorily correct and/or complete any Services found to be defective, incomplete, or not in conformity with the requirements of this Agreement.

d. Compliance. The Consultant shall comply, and shall contractually require that the Services of all its subconsultants comply, with applicable federal, state and local laws, regulations, codes and orders.

e. Conflicts. The Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.

3. **Personnel**

a. The Consultant will secure at its own expense all personnel required to perform the Services. These personnel shall not be employees of, or have any contractual relationship with, the School District or the Project's Contractor, and they shall be experienced, fully qualified and authorized under applicable law to perform their portion(s) of the Services.

b. The Services will be suitable for the intended purpose. The Project Consultant shall be Tom Roorda and other personnel approved by the School District. None of these individuals shall be changed without the School District's written consent.

c. The School District's Project representatives are Brad Taylor and Kirk Robinson. All communications from the Consultant to the School District shall be to one or both of these Project representatives.

d. If the Work is being performed at a site in active school use or where there is a likelihood of contact with children, no employee of the Consultant or any subconsultant may be present on site if he or she is a registered sex offender or has pled guilty to or has been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Consultant shall remove from the Services any employee or other

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person who has engaged in such actions or who the School District reasonably considers objectionable at no cost to the School District. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

4. **Time of Performance**

The timing for performing the Services is of the essence. The Services shall be undertaken so as to assure their expeditious completion in the light of the purpose of this Agreement. The Services shall be completed by, and the Agreement shall remain in effect until, December 31, 2018 unless cancelled prior to that date pursuant to this Agreement.

5. **Compensation**

a. Fee. The School District agrees to pay the Consultant the following Fee:

Compensation for Services of the Consultant shall be on an **hourly basis** at the rates listed in the attached document. The Compensation for Services, including any subconsultants, shall not exceed the values listed in the proposal attached, without the prior written approval of the School District.

b. Reimbursable Expenses. In addition to the Fee, the School District agrees to pay the Consultant a multiple of 1.1 times for Reimbursable Expenses to the extent paid by the Consultant in the interest of the Project:

c. Changes in Services. Additional compensation for a pre-authorized Change in Services shall be paid as agreed in writing prior to commencement of the Services. The Consultant will not, however, be entitled to additional compensation for Services incurred because of the fault of the Consultant.

d. Method of Payment. The Consultant will submit a detailed monthly written request for payment and, upon the School District's request, a progress report certifying that it has performed the designated Services under the Agreement, and that it is entitled to receive the amount requested. Payment will be made on the basis of the actual Services approved as completed. All invoices shall be on a form provided or approved by the School District. The School District will pay the Consultant within 60 days of receipt of the request and report. Payments due and owing but unpaid shall bear interest at the Bank of America Prime Rate plus 2% after 60 days.

6. **Changes in Services**

The School District may, at any time, require changes in the scope of the Services. A Contract Modification, including any increase or decrease in the Consultant's compensation and/or time of performance, will be incorporated in written amendments to this Agreement when mutually agreed upon by both parties.

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7. Indemnification

The Consultant shall indemnify and hold harmless the School District, its agents, directors and employees, successors and assigns, and its architect, engineer, and other consultants, from and against all claims, damages, losses and expenses, direct or indirect, or consequential, including costs and attorneys' fees incurred on such claims and in proving the right to indemnification, to the extent they are caused by any negligent or wrongful act or omission of the Consultant, its employees, agents or anyone acting on its behalf.

8. Insurance

a. Certificates. The Consultant shall not commence performance of Services under this Agreement until all required insurance has been obtained and a certificate has been submitted to the School District. Consultant must provide 30 days' prior notice to the School District of cancellation, nonrenewal, or material alteration of the insurance. All certificates must provide notice per the policy provisions. The Comprehensive General Liability and the Comprehensive Automobile Liability policies shall name the School District as an additional named insured. Lapse of coverage or failure to furnish satisfactory evidence of insurance is cause for termination of this Agreement.

b. Coverage. The Consultant warrants that it has secured and will maintain for the duration of this Agreement plus one year following the date of Final Acceptance of the Project insurance in the minimum amounts specified as follows:

<u>Type of Insurance</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Worker's Compensation	(Statutory)	(Statutory)
Comprehensive General Liability	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	(Statutory)	(Statutory)
Errors and Omissions	\$1,000,000	Per Occurrence
Employers Liability (Stop Gap)	\$1,000,000	\$1,000,000

9. Dispute Resolution

a. Mediation. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be subject to nonbinding mediation. A request for mediation shall be filed in writing with the other party to the Agreement, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty days of the request, either party may file the request with the American Arbitration Association with a copy to the other party, and the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

b. Mediation Procedure. A principal of the Consultant and the Superintendent or designee of the School District, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as subconsultants,

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the Contractor, and/or designers, their representatives, with full authority to settle the claim, shall also attend the mediation session. Unless the School District and Consultant mutually agree in writing otherwise, all unresolved Claims in the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by School District.

c. Litigation. The Consultant may not bring litigation on claims unless they have been properly raised and considered in the above mediation procedure.

d. No Waiver. The requirements of this paragraph cannot be waived except by an explicit written waiver signed by the School District.

10. Termination

a. Termination by School District. The School District may, at its option, terminate all or a portion of the Services not then performed under this Agreement at any time with or without cause by notifying the Consultant in writing. All finished or unfinished documents, reports, information, data, drawings, maps, models, photographs, studies, and work product given to, prepared or assembled by or for the benefit of the Consultant under this Agreement, including but not limited to all items listed in Section 11.d, shall, at the option of the School District, thereupon become the School District's property.

b. Compensation. The School District shall be liable to the Consultant only for the Consultant's just and equitable compensation for all Services to the extent satisfactorily completed prior to termination, but in no event shall this compensation exceed the percentage of total Services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. In no event shall the School District be liable for any consequential or incidental damages, including but not limited to loss of profit on this or other projects or of reputation incurred by the Consultant as a result of such termination.

11. Miscellaneous

a. Assignment. The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the School District.

b. Governing Law. This Agreement shall be governed by the internal laws of the State of Washington, not including its choice-of-law provisions.

c. Nondiscrimination. The Consultant shall comply with all applicable provisions of RCW 49.60, as well as other state, local, and federal civil rights laws.

d. Material Created During Performance of Contract. All data, designs, drawings, tracings, artwork, plans, layouts, programs, flow charts, specifications, computer software, documentation, work product, notes, and any and all memoranda, including but not limited to, physical and electronic copies, and any and all written information which may be developed, produced, prepared, or designed by the Consultant in connection with the Services

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to be performed hereunder, shall be the joint property of the Consultant and the School District, shall be available to the School District at all times, and may be used by the School District for any purpose without additional compensation to the Consultant. To the extent that the Consultant asserts any rights or establishes any claim under design or copyright laws, such rights shall also accrue to the School District. Upon the termination or completion of the Agreement, any and all material referred to in this paragraph, together with all copies in the Consultant's possession, custody, or control, shall be promptly transferred and delivered to the School District, upon the School District's request, except that the Consultant may retain one archival copy.

e. Hazardous Waste. The Consultant will not cause nor permit any activities on the School District's property which directly or indirectly could result in the School District's property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Agreement, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect. To the extent that the Consultant becomes aware of any actual or suspected hazardous waste, the Consultant shall immediately report it to the School District's Project representative.

f. Accounting. Upon request, the Consultant shall provide the School District with an accounting of Services, which shall detail the Services performed on each invoice, the amounts paid to any subconsultants (supported by copies of all paid invoices) and such other information as the School District may reasonably request. Upon request, the Consultant shall provide the School District with access to the books and records related to the Services of Consultant and its subconsultants for inspection, audit, and reproduction.

g. Notices. Any notice or demand required under this Agreement will be in writing, and will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt. Either party may change the address to which notice are sent by sending written notice of such change of address to the other party.

h. Entire Contract. This Agreement constitutes the entire agreement between the School District and the Consultant and supersedes any prior oral or written statements or agreements. To the extent that the Consultant has provided a proposal to perform these consulting Services and such proposal includes the Consultant's standard terms and conditions that are not specific to the Services performed on this Project, such terms and conditions are not a part of this Agreement except to the extent explicitly accepted in writing by the School District.

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CONSULTANT

PORT TOWNSEND SCHOOL DISTRICT
NO. 50

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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Port Townsend School District

91004-11114/130910337.1



NORTHWESTERN TERRITORIES, INC.

717 SOUTH PEABODY STREET, PORT ANGELES, WA 98362
Engineers □ Land Surveyors □ Planners
Construction Coordination □ Materials Testing
(360) 452-8491 1-800-654-5545 FAX 452-8498 E-Mail: info@nti4u.com

CONTRACT FOR SERVICES

THIS CONTRACT is made this 9th day of May, 2016, between THE ROBINSON COMPANY, subsequently referred to as "Client," and NORTHWESTERN TERRITORIES, INC., subsequently referred to as "Consultant."

1. **PROJECT.** By joining in this Contract, Client retains Consultant to provide **Engineering and Surveying Services**, in connection with Parcel Numbers: 948311901, 948311801, 948311701 & 948310601, subsequently referred to as "Project," located on real property located within, Section 10, Township 30 North, Range 01 West, situated in Jefferson County, Washington.

2. **SCOPE.** By this Contract, the scope of consultant's services on this Project is limited to:

SURVEYING & GEOTECHNICAL SERVICES FOR GRANT STREET ELEMENTARY SCHOOL

If necessary for performance of Consultant's work, n/a will be performed by contractor retained by Consultant with costs reimbursed by Client.

If necessary for performance of Consultant's work, n/a will be performed by Client or contractor retained by Client.

3. **ESTIMATE.** Consultant's estimate, for Client budgeting purposes only, to provide services covered by this Contract:

TO BE BILLED HOURLY PER ATTACHED NTI STANDARD RATE SCHEDULE
PRELIMINARY ESTIMATE
SURVEYING SERVICES= \$50,000.00
GEOTECHNICAL SERVICES= \$35,000.00

If project requirements or the conditions encountered indicate that the scope of services covered by this Contract should exceed 10% of the amount provided by this Contract, an additional Contract for Services or a written Addendum to this Contract may be entered into to cover the revised scope. Should Client verbally authorize a revision in the scope of services without a revision to this Contract, Consultant shall be compensated by Client for services actually performed.

4. **DEPOSIT.** Consultant's receipt of WAIVED along with this Contract signed by Client, shall constitute Consultant's authorization to begin work.

5. **PAYMENT.** Payment for services performed (based on percent of project completion) is due upon receipt of monthly billing. Finance charges will be imposed on any unpaid balance beginning 30 days after date of monthly billing at the rate of 1.5% per month. Work will be put on hold when past due balance reaches 45 days and will commence when balance is paid.


The Client is hereby notified of Consultant's intention to lien the subject real property for the collection of any unpaid balances within 90 days of the date the labor, materials, services or equipment were furnished, or at such time as any unpaid balance is 90 days past due, whichever comes first, in accordance with the Revised Code of Washington.

6. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

7. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled. At the option of the Consultant, place of venue shall be Clallam County, Washington.

8. ~~The Consultant shall exercise the normal and accustomed standard of care expected of similarly situated professionals practicing in the community in which the Consultant is located. The Consultant's professional liability for this project shall be limited to 150 percent of the fee. This limit may be increased for an additional fee, if requested by the Client.~~

9. This Contract shall not be binding if it is not signed and returned to Consultant within 60 days of the Contract date.

	<u>AUTHORIZED</u>	
Consultant		Client
 By: _____ Tami Brothers, Office Manager	05/09/2016 (Date)	By: _____ (Signature)
		(Date)
		Print: _____



NTI ENGINEERING & LAND SURVEYING

717 SOUTH PEABODY STREET, PORT ANGELES, WA 98362

- Engineers Land Surveyors Geologists
 Construction Inspection Materials Testing

(360) 452-8491 FAX 452-8498 www.nti4u.com E-Mail: info@nti4u.com

TIME-PLUS-EXPENSE RATE SCHEDULE AND BILLING PROCEDURES

<u>ENGINEERING AND LAND SURVEYING</u>	<u>HOURLY RATE</u>
PRINCIPAL ENGINEER.....	\$115.00
GEOTECHNICAL ENGINEER, LICENSED GEOLOGIST	\$110.00
GEOTECHNICAL 2-PERSON FIELD CREW	\$160.00
PRINCIPAL SURVEYOR, PROJECT ENGINEER.....	\$ 95.00
GEOTECHNICAL PROJECT MANAGER, PROJECT MANAGER OR PROJECT SURVEYOR	\$ 90.00
SENIOR TECH - OFFICE OR LAB	\$ 75.00
SENIOR TECH - FIELD INSPECTOR WITH EQUIPMENT.....	\$ 80.00
TECHNICIAN.....	\$ 75.00
TECHNICAL ASSISTANT	\$ 40.00
LAND SURVEYING 1-PERSON FIELD CREW	\$110.00
LAND SURVEYING 2-PERSON FIELD CREW	\$140.00
LAND SURVEYING 3-PERSON FIELD CREW	\$175.00
SINGLE SURVEYOR WITH GPS	\$125.00
CONSTRUCTION SURVEYING 1-PERSON FIELD CREW.....	\$120.00
CONSTRUCTION SURVEYING 2-PERSON FIELD CREW.....	\$150.00
CONSTRUCTION SURVEYING 3-PERSON FIELD CREW.....	\$185.00
COURT TESTIMONY & DEPOSITIONS.....	\$175.00

1. Land Surveying & Laboratory hourly rates include materials, equipment and vehicular mileage.
2. Minimum charge for professional services is one hour for office consultation, two hours for field consultation, and four hours for court testimony.
3. Work in excess of eight hours and Saturdays is to be billed at time and one-half; Sunday and Holidays at double time. Travel in excess of eight hours will be billed at regular full time hourly rates listed above.
4. Non-salary reimbursable expenses listed in General Conditions under item 3 on next page.

MATERIALS TESTING LABORATORY SERVICES (Per item tests include all laboratory labor unless noted)

CONCRETE, MORTAR OR GROUT COMPRESSION TEST	\$ 30.00 Each
*-For each cylinder logged into the lab – broken or not. Includes curing, testing and reporting of specimens.	
CONCRETE CYLINDER MOLD CAST BY OTHERS ADDED CHARGE	\$ 5.00 Each
DRY GRADATION (SIEVE) ANALYSIS (ASTM C-33 and C-136).....	\$ 75.00 Each
WET GRADATION (SIEVE) ANALYSIS (ASTM C-117 and C-136).....	\$150.00 Each
PARTICLE SIZE ANALYSIS WITH HYDROMETER (ASTM D-422)	\$165.00 Each
SAND EQUIVALENT (AASHTO T-176 and ASTM D-2419).....	\$100.00 Each
PROCTOR (SOIL MOISTURE-DENSITY (ASTM D-698 or ASTM D-1557).....	\$300.00 Each
FRACTURE FACE (ASTM D-5821)	\$ 65.00 Each
LIQUID LIMITS, PLASTIC LIMITS & PLASTICITY INDEX (ASTM D-4318).....	\$150.00 Each
ATTERBERG LIMITS-3 POINTS (ASTM D-4318).....	\$150.00 Each
NATURAL MOISTURE CONTENT (ASTM D-2216)	\$ 15.00 Each
ORGANIC CONTENT, LOSS BY IGNITION (ASTM D-2974).....	\$ 75.00 Each
SOIL CLASSIFICATION I - DRY SIEVE & USCS.....	\$100.00 Each
SOIL CLASSIFICATION I-WET SIEVE & USCS	\$175.00 Each
SOIL CLASSIFICATION II - DRY SIEVE, USCS & ATTERBURG LIMITS.....	\$200.00 Each
LABORATORY TIME – AFTER HOURS (3 HR MINIMUM).....	\$100.00 Hour
SAME DAY CALL-IN FOR INSPECTION OR TEST (If an inspector is available.).....	\$ 50.00 Charge

NOTE: Samples that require extra processing prior to testing or require the testing of a large amount of sample (i.e. performing sieve analysis on material with large particle sizes) will be billed at an hourly rate.