

**State College Area School District
Office of Physical Plant
Ed Poprik, Director**

VI-B2

To: Board of School Directors
From: Ed Poprik
RE: **Draft contract, High School Architect**
Date: August 27, 2012

As previously directed, administration has developed a draft architect contract for consideration. This contract is structured in such a manner that the Schematic Design process through referendum is the base scope of work. Other work covered by this contract could be:

- Services related to a second referendum
- District Wide Facilities Master Plan update
- High School design services through construction of a project
- Future projects

Each of these additional services would be at the discretion of the Board.

This is a draft agreement for discussion. A final agreement will be brought to the Board at a future meeting.

Attachment: AIA draft contract and Attachments

DRAFT AIA[®] Document B101[™] - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Sixth» day of «August» in the year «Two Thousand Twelve»
(In words, indicate day, month and year)

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

«State College Area School District»« »
«131 West Nittany Avenue
State College, PA 16801»
« »« »

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

Crabtree, Rohrbaugh & Associates
401 East Winding Hill Road
Mechanicsburg, PA 17055

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

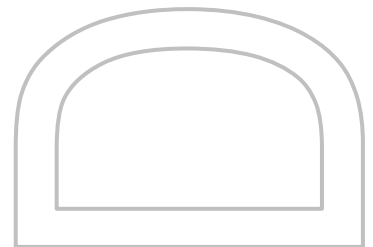
- 1. CRA Project No. 2590 – State College Area School District – District-wide Facilities Feasibility Study Update**
- 2. CRA Project No. 2591 - State College Area School District Schematic Design/Referendum Phase – High School Building project**
- 3. Architectural services for completion of Schematic Design through Construction Administration for State College Area School approved High School Building Project.**

Any other project approved and assigned by the Board.

The Owner and Architect agree as follows.

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

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



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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

«This Agreement may contain various Exhibits and Addenda. To the extent any Exhibit or Addenda is comprised of documents that purport to constitute contracts between the parties thereto, the parties agree that such Exhibit or Addenda shall not be considered of any evidentiary value in any proceeding between the parties hereto unless the same is executed by both parties hereto.

»

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«To be determined by the Board upon completion of Schematic Design »

- .2 Substantial Completion date:

« To be determined by the Board upon completion of Schematic Design »

§ 1.3 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 Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

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

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

§ 2.5 The Architect shall 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:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 Commercial General Liability

«Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$1,000,000
Medical Expenses (Any One Person)	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000 (applies per Policy)
Products – Comp/Op Agg	\$2,000,000

Excess Liability:

Each Occurrence	\$4,000,000
Aggregate	\$4,000,000»

.2 Automobile Liability

Bodily Injury and Property Damage Combined	\$1,000,000
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.3 Workers' Compensation

Bodily Injury By:

Accident	\$500,000 Each Accident
Policy Limit	\$500,000 Policy Limit
Disease	\$500,000 Each Employee

.4 Professional Liability

«Architects and Engineers	
Limit Each Claim	\$2,000,000
In the Aggregate	\$4,000,000 »

§ 2.6 The Architect's responsibilities shall include a visual inspection of any existing buildings to generally determine their dimensions and to the extent sufficient for renovation. However, Architect's responsibilities shall not include an invasive or exhaustive "as built" survey of existing conditions. An "as built" survey of existing facilities is an additional service and may be requested by the Owner and the Architect compensated for the same pursuant to §4.2.4. "As Built Existing Facility Survey."

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. Services not set forth in Article 3 are Additional Services.

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

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

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

§ 3.1.5 The Architect shall, at appropriate times, 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.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. **However, the Architect shall not be required to attend exhaustive municipal meetings or hearings relating to subdivision or land development approval, including without limitation, zoning hearings. Attendance at such meetings and hearings considered to be exhaustive or not anticipated by both Parties shall require written authorization by the Owner.**

§ 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 of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. **The Architect shall not be liable for undiscovered inconsistencies.**

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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

§ 3.2.5.1 The Architect shall consider 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.

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

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

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

§ 3.2.8 **The Architect shall satisfy the requirements of the Owner provided 30% Review Comments described in Attachment C.**

§ 3.2A REFERENDUM PHASE SERVICES

§ 3.2.A.1 **After written approval by the Owner of the Schematic Design Documents and any Owner authorized changes to the project scope or construction budget (which changes shall only be made in writing as hereinafter provided), the Architect shall prepare and submit to the Owner, for written approval, all drawings and any other documents reasonably required by the Owner for said approval for the Referendum Phase of the Project**

§ 3.2.A.2 **The Architect shall advise the Owner immediately of any adjustments to the Construction Cost Estimate as previously determined. The Architect shall advise the Owner regarding the appropriate actions and information required to engage a Referendum.**

§ 3.2.A.3 **If a Referendum is exercised and subsequently fails, the Owner, at its own discretion, may authorize the Architect to plan and implement follow-up action outlined in Attachment A.**

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 **The Architect shall satisfy the requirements of the Owner provided 60% Review Comments described in Attachment C.**

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. 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.

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

§ 3.4.5 **The Architect shall satisfy the requirements of the Owner provided 90% Review Comments described in Attachment C.**

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, and, if applicable, maintaining a log of distribution;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 **organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.**

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

§ 3.5.3 NEGOTIATED PROPOSALS [Section deleted in its entirety]

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

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

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and 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 and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, 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 advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall 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.

§ 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 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 submitted by the Contractor, and (2) defects and deficiencies observed in the Work. **The duration of construction administration services is based upon the original construction schedule prepared by the Contractor and approved by the Owner. Services extending beyond this date shall be considered additional services, subject to the provisions of 4.3.2.6.**

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents **to the extent Architect has actual knowledge of such Work**. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. **This section is not intended to make Architect liable for failing to discover using reasonable care such non-conforming Work.**

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

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

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated 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. **The Architect shall not be responsible for securing any waivers or partial waivers of mechanics' lien claims from Contractor.**

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

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

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications 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 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 requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; 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 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.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 **Additional Services may be required for the Project. Please refer to §4.2 for additional information.**

§ 4.2 The Architect shall furnish or provide the following services only if specifically designated. **To the extent the following services are the sole responsibility of the Owner, they shall be hereafter referred to as "Owner Requested Consultant." Additional Services listed below 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, and the Owner shall compensate the Architect as provided in Section 11.2.

DEFINITIONS:

Basic Services

Services provided as part of Architect's Basic Services and are included in the Architect's Basic Fee (see §11.1)

Additional Services

Not part of Architect's Basic Services. These services will be provided by the Architect and billed in accordance with §11.2 and 11.3

Owner Requested Additional Services

Not part of Architect's Basic Service. These services will be billed in accordance with §11.3.

Under Separate Contract

Not part of Architect's Basic Services. These services will be provided under a separate contract and will be billed in accordance with the terms of that contract.

PARTS 1-3 SERVICES AS IDENTIFIED IN ATTACHMENT B

Service	Responsibility	Type of Services			
		Basic Services	Additional Services	Owner Requested Additional Services	Under Separate Contract
§4.2.1	Programming				
§4.2.2	Visual Inspection of Existing Facilities	X			
§4.2.3	Site Evaluation and Planning (B203™-2007)		X		
§4.2.4	Building information modeling LOD 300 (see §12.7 and §12.8)				
§4.2.5.	Space Schematic/Flow Diagrams	X			
§4.2.6	Economic Feasibility Survey				
§4.2.7	Civil engineering, Design and Municipal Approval	X			
§4.2.8	LEED® Certification (B214™-2007)	X			
§4.2.9	Environmental/Asbestos/Geotechnical Engineering			X	
§4.2.10	Codes Consultant			X	
§4.2.11	All Plancon related services and approvals (applicable only to PA Educational Projects)	X			
§4.2.12	Assistance with Grants		X		
§4.2.13	Public Hearings (Planning, Zoning, etc.)	X			
§4.2.14	Exhibit/Graphic Design		X		
§4.2.15	Property surveys as defined in §5.4			X	

PARTS 4 SERVICES AS IDENTIFIED IN ATTACHMENT B

Service	Responsibility	Type of Services			
		Basic Services	Additional Services	Owner Requested Additional Services	Under Separate Contract

§4.2.1	Measured drawings	Architect		X		
§4.2.2	As Built Existing Facilities Surveys	Architect		X		
§4.2.3	Building information modeling LOD 300 (see §12.5 and §12.6)	Architect				
§4.2.4	Owner Supplied Data Coordination	Owner				
§4.2.5	Schedule Development and Monitoring	Architect (Design Schedule Only)	X			
§4.2.6	Civil engineering, Design and Municipal Approval	Architect	X			
§4.2.7	Landscape design	Architect	X			
§4.2.8	Architectural Interior Design	Architect	X			
§4.2.9	Bidding or Negotiation	Architect	X			
§4.2.10	Value Engineering	Owner/Architect	X			
§4.2.11	Detailed cost estimating	Not Provided				
§4.2.12	On-site project representation	Owner				
§4.2.13	Conformed construction documents	Architect		X		
§4.2.14	As-designed record drawings	Architect		X		
§4.2.15	As-constructed record drawings	Architect		X		
§4.2.16	Post occupancy evaluation	Not Provided				
§4.2.17	Facility Support Services (B210™-2007)	Owner				
§4.2.18	Tenant-related services	Not Provided				
§4.2.19	Coordination of Owner's Security and IT consultants	Architect	X			
§4.2.20a	Telecommunications/data raceway and cabling design	Architect	X			
§4.2.20b	Telecommunications/data equipment design and procurement	Owner				
§4.2.21	Security Evaluation and Planning (B206™-2007)	Owner				X
§4.2.22	Commissioning (B211™-2007)	Owner				X
§4.2.23	LEED® Certification (B214™-2007)	Architect	X			
§4.2.24	Fast-track design services	Not Provided				
§4.2.25	Historic Preservation (B205™-2007)	Owner				
§4.2.26	Furniture, Furnishings and Equipment Design	Architect		X		
§4.2.27	Food Service Consultants	Owner			X	
§4.2.28	Local and Regulatory Application	Architect	X			
§4.2.29	Codes Consultant	Owner			X	
§4.2.30	Testing and Inspection Services	Owner			X	

§4.2.31	All Plancon related services and approvals (applicable only to PA Educational Projects)	Owner/Architect	X			
§4.2.32	Technical Lab, Equipment and Utility Layout	Owner			X	
§4.2.33	Assistance with Grants	Owner/Architect		X		
§4.2.34	Web-based Construction Administration	Owner		X		
§4.2.35	Property surveys as defined in §5.4	Owner			X	

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to 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, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 ~~Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;~~
- .3 Changing or editing previously prepared Instruments of Service necessitated by the 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 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 with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner, within 24 hours of the Architect's explanation of the facts and circumstances giving rise to the need for Additional Services, subsequently determines that all or parts of those services are not required, and, within such time period gives notice to the Architect of the Owner's determination, then the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for the following 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 evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~4 — Evaluating an extensive number of Claims as the Initial Decision Maker;~~
- ~~5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~
- ~~6 — To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

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

- .1 «up to **two** » («**2**») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 «up to **an average of two** » («**2** ») visits per month to the site by the Architect over the duration of the Project during construction
- .3 «up to **two** » («**2** ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «up to **two** » («**2** ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «**sixty**» («**60** ») 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 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 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 establish 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; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish 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.

§ 5.5 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.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated 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 require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections, **IBC inspections** and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.10 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 promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 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 include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for the overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, 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 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 this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. **Upon termination of this Agreement prior to completion of the Project, the Owner shall be permitted to continue to use the Instruments of Service solely for the completion of the Project, so long as the Owner employs similarly credentialed design professionals to reproduce and where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. If the Architect is finally**

adjudged to have not been in default of this Agreement at the time the Owner terminates the Agreement, then the foregoing license shall be unaffected, but the Architect shall be entitled to payment by Owner of all of Architect's Termination Expenses, including without limitation, anticipated profits.

§ 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

§ 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 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. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, 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.

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

§ 8.2 MEDIATION

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

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

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

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

Binding Arbitration pursuant to Section 8.3 of this Agreement

«» Litigation in the court of Common Pleas of Centre County

The Owner and Architect waive their rights to a trial by jury, and agree that any Claim that is litigated shall be done so in a court having jurisdiction over the parties and the subject matter and shall be by bench trial.

§ 8.3 ARBITRATION [Section deleted in its entirety]

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such **suspension and all reimbursable expenses**. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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 **fourteen (14) days'** written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. **PROVIDED, however, that in the event one party to this Agreement shall issue such written notice as set forth in this §9.4, the other party shall have fourteen (14) days from the date of such notice to cure any specifically noticed failure to substantially perform. If the cure of such material failure to perform cannot be completed within the time period set forth in this §9.4, then so long as the party receiving such notice shall have undertaken a good faith effort to effect such cure, and such cure will be completed within a reasonable time after the good faith effort has been undertaken, then the party issuing the notice shall not have the right to terminate this Agreement.**

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 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.

§ 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.

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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in 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 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 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 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.

ARTICLE 11 COMPENSATION

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

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

«Compensation - See Attachment B

§ 11.2 For Additional Services designated in Section 4.2, 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.)*

«A lump sum proposal as agreed to by the Owner and Architect, or for hourly additional services at the billable rates as identified in §11.7. Compensation for services rendered by Consultants shall be based on a multiple of one point one (1.1) time the amounts billed by Consultants.»

§ 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.)

« A lump sum proposal as agreed to by the Owner and Architect, or for hourly additional services at the billable rates as identified in §11.7. Compensation for services rendered by Consultants shall be based on a multiple of one point one (1.1) time the amounts billed by Consultants.»

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **« Ten Percent » (« -10% »)**, or as otherwise stated below:

§ 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:

Schematic Design Phase	Twenty Five	Percent (25	%)
Design Development Phase	Thirty Five	Percent (35	%)
Construction Documents Phase	Twenty Five	Percent (25	%)
Bidding or Negotiation Phase	Five	Percent (5	%)
Construction Phase	Ten	Percent (10	%)
Total Basic Compensation	One Hundred	Percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the

lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See **Attachment D**

»

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- .8 ~~Architect's and 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;~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 ~~Site office expenses;~~
- .11 Other similar Project-related expenditures. **All additional Project-related expenses shall be agreed to with the Owner prior to expenditures.**

§ 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 pay termination expenses as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of « **Zero** » (\$ « **0.0** ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 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 «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.
(Insert rate of monthly or annual interest agreed upon.)

«**Ten Percent Per Year**»

§ 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.

§ 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.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

«§12.1 The Architect shall satisfy the requirements of the 30%/ 60%/90% SCASD Project Review process (Attachment C).

«§12.2 The Architect shall provide the services described through the Key Team Members listed in the Attachment E. Substitution of other team members for those shown to the Attachment shall be reviewed and agreed to by SCASD administration prior to substitution.

«§12.3 The Architect shall perform the services under this Agreement with the care and skill ordinarily used by members of the Architect's profession practicing under similar conditions at the same time and in the same locality. The Architect's total liability shall not exceed the amount paid on behalf of the Architect by their insurers in settlement or satisfaction of the Owner's claim under the terms and conditions of the Architect's professional insurance or policies applicable thereto.

§12.4 If the Owner for any reason fails to pay the undisputed portion of the Architect's invoice within 45 days of presentation, Architect shall have the right to cease work on the project and Owner shall waive any claim against Architect, and shall defend and indemnify Architect from and against any claims for injury or loss stemming from Architect's cessation of service. Owner shall also pay Architect the cost associated with premature project demobilization. In the event the project is remobilized, the Owner shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service.

In the event any bill or portion thereof is disputed by the Owner, the Owner shall notify the Architect within twenty (20) days of receipt of the bill in questions, and Owner and Architect shall work together to resolve the matter within sixty (60) days of it being called to the Architect's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with the conditions indicated in the Termination clause.

§12.5 In order to complete the Owner's Requested Additional Services as identified in §4.2 of this Agreement, the Owner recognizes the Architect must retain the services of consultants (hereinafter the "Owner's Consultants") who will provide the Owner Requested Additional Services.

- (a) The Owner agrees to pay for the Owner Requested Additional Services at the rates set forth in §11.2 hereof.
- (b) The Owner expressly acknowledges that the Architect assumes no liability whatsoever for any work or service performed by the Owner's Consultants, including any and all general, special or consequential damages caused by or resulting directly or indirectly from any act or omission of whatever nature by the Owner's Consultant.
- (c) As additional consideration for providing the Owner Requested Additional Services, Owner expressly agrees to release the Architect from any and all damages of whatever nature or kind directly or indirectly resulting from any act or omission of whatever nature by the Owner's Consultant. Owner further agrees not to seek reimbursement from the Architect for any damages or costs Owner incurs as a result of any act or omission by the Owner's Consultant.
- (d) The Architect hereby assigns to Owner any and all rights and claims of any nature whatsoever against each and every Owner's Consultant that may arise out of, from, or as a result of any services provided by any such Owner's Consultant in connection with the above referenced project. Provided, however, that the Architect reserves the right to participate in any action against an Owner's Consultant to the extent that the Architect suffers any actual harm as a result of any act or omission on the part of any Owner's Consultant.

- (e) Owner agrees that no arbitration or litigation will be instituted against the Architect to recover any damages of whatever nature or kind directly or indirectly resulting from any act or omission of whatever nature by the Owner's Consultant. To the extent that the Owner should seek to join the Architect in any such proceeding, the Architect shall be entitled to be immediately released from such proceeding, and the Owner shall pay all of the Architect's costs, including reasonable attorney's fees, incurred in enforcing this provision.
- (f) Notwithstanding any other language contained herein, Architect reserves the right to decline to retain any Owner's Consultant if, in the Architect's sole discretion, the Architect's retention of any such Consultant will expose the Architect to any potential liability whatsoever. Should the Architect make such a determination regarding any such Owner's Consultant, the Architect will nevertheless retain such Owner's Consultant if the Owner agrees in writing to fully indemnify the Architect from and against any and all claims or damages that may arise against the Architect as a result of the retention of the Owner's Consultant.

«§12.6 Change Orders can be expected during the construction process. The Architect's Lump Sum fee is based upon the Total Cost of the Work as defined in Article 6, and such Cost of the Work includes a contingency for change orders. Therefore, there shall be no additional payment to the Architect for its work on change orders, except to the extent an "Owner Requested Change Order" or an "Unforeseen or Concealed Condition Change Order" involves a substantial alteration to the Project and requires time by the Architect that is disproportionate to the Architect's fee on the change order contingency.

Subject to the above, the following categories define the Owner's and Architect's responsibilities as to change orders:

- (a) **Owner Requested Change Order.** Owner Requested Change Orders are for additional work requested by the Owner. The Owner shall pay the Contractors' cost for performing such change orders as provided in the Contract Documents. There will be no additional fee to the Architect, unless an Owner Requested Change Order involves a substantial alteration to the Project and requires time by the Architect that is disproportionate to the Architect's fee based on the change order contingency included in the Lump Sum fee.
- (b) **Unforeseen or Concealed Conditions Change Order.** When the Architect has used reasonable care in evaluating existing drawings and field conditions, but during construction discovers that existing conditions are not in accordance with the Construction Documents and therefore require additional work or cost by the Contractors, the cost of performing such additional work shall be paid by the Owner as provided in the Contract Documents. There will be no additional fee to the Architect, unless an Unforeseen or Concealed Condition Change Order involves a substantial alteration to the Project and requires time by the Architect that is disproportionate to the Architect's fee based on the change order contingency included in the Lump Sum fee.
- (c) **Value Added Change Orders.** When the Architect does not include an item, or omits items which were documented to be included in the Project, thereby creating a Value-Added Change Order, the Architect shall receive no compensation for the change order.
- (d) **No Value Change Orders.** Occur when the Architect incorrectly designs or specifies an item in the Construction Documents or negligently omits an item from its design or specifications, where the correct design or specification would have added no additional value to the Project and where there are costs associated with correcting the Architect's error. The Architect will receive no compensation for its services associated with No Value Change Orders. Liability of the Architect for costs associated with replacement or correction of the defective item shall be determined in accordance with the Agreement's Dispute Resolution procedures.

§12.7 BUILDING INFORMATION MODEL (BIM)

§12.7.1 Definition: A Building Information Model(s) is a digital representation of the physical and functional

characteristics of the Project. "Building Information Modeling" means the process and technology used to create the Model.

§12.7.2 Level of Development: The Level(s) of Development (LOD) describes the level of completeness to which the Model is developed.

§12.7.3 Coordination and Conflicts: Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the discovering party shall promptly notify the Model Author(s). Upon such notification, the Model Author(s) shall act promptly to mitigate the conflict.

§12.7.4 Model Ownership: In contributing content to the Model, the Model Author does not convey any ownership right in the content provided or in the software used to generate the content. Unless otherwise granted in a separate license, any subsequent Model Author's and Model User's right to use, modify, or further transmit the Model is specifically limited to the design and construction of the Project, and nothing contained in this Exhibit conveys any other right to use the Model for another purpose.

§12.7.5 Model Management: The Architect will manage the Model from the inception of the Project.

§12.8 BUILDING INFORMATION MODEL (BIM) – LEVELS OF DEVELOPMENT (LOD)

§12.8.1 LOD 100

§12.8.1.1 Model Content Requirements. Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

§12.8.2 LOD 200

§12.8.2.1 Model Content Requirements. Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§12.8.3. LOD 300

§12.6.3.1 Model Content Requirements. Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§12.8.3.2 Authorized Uses

§12.8.3.2.1 Analysis. The purpose of the Model to be generated for this Project is to assist in identify and resolving building element conflicts and during the design phase.

§12.8.3.2.2. Authorized Uses. Upon Project delivery to the Owner, the Model will be provided to, and may be used by the Owner for their purposes in using, maintaining, altering or adding to the Project in the future. The Model is not intended and shall not be used for estimating, bidding or shop drawing and other construction-related purposes.

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 B101™–2007, Standard Form Agreement Between Owner and Architect
- 2 Attachment A: Request for Proposals
- 3 Attachment B: CRA Fee Proposal
- 4 Attachment C: State College Area School District Project Design Submittal Requirements
- 5 Attachment D: Hourly Rates
- 6 Attachment E: Key Team Member List
- 7 Attachment F: Insurance Certificates

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

OWNER
STATE COLLEGE
AREA SCHOOL DISTRICT

(Signature)

(Printed name and title)

DATE: _____

ARCHITECT
CRABTREE, ROHRBAUGH & ASSOCIATES

(Signature)

J. Brian Haines, AIA
Director of Contract Administration

(Printed name and title)

ATTEST:

G. Douglas Rohrbaugh, Secretary

SEAL



Attachment A

Request for Proposal-2

State College Area School District – Architectural Design Services

Provide the following information to the school district by responding to the following points, in the order stated below. Provide 1 hard copy of the submitted materials, along with an electronic copy (the electronic copy must be formatted in a single “.pdf” of 5 MB or less). The deadline for submission is April 9, 2012.

Based on a revision to our envisioned start date, and also a change in scope for our High School educational planning, we are asking for a new fee proposal.

1) Assuming a start date of September 2012, and also assuming that SCASD will engage in a separate educational visioning process that is not included as part of this fee; please provide a revised draft timeline and outline of the process for Parts 1 and 2 of this project.

2) Fee: The district plans on utilizing AIA document B102 as a basis for the final, negotiated contract. Included with the fixed fees should be all costs associated with the necessary local, regional and state approval processes. All fees should include reimbursable expenses as needed for the base services specified.

Part 1- Master Plan Update- *All fees for this part will be stated as “fixed fees” rather than percentages.*

Complete an update to the State College Area School District’s, District Wide Facility Master Plan as outlined in the scope of this project. Included, as part of this, will be the following:

-Meetings with the State College Area School District Board of School Directors, CAC’s, and staff to collect information, clarify project goals, and provide interim guidance on decision points and final approval.

-All meetings with state, municipal, and regional officials necessary for completion of this update.

-In addition to any and all staff and committee meetings, please include 3 community-wide forums during this process.

-Feasibility level project estimates.

Deliverables for this phase shall include at a minimum:

-A complete update to the DWFMP that meets PDE requirements for a feasibility study.

-A recommendation for a project(s) to move to the referendum phase

Unit Price: Please include the unit price to add or subtract community-wide forums from the process.

Part 2- Schematic Design through Referendum with Plancon - All fees will be stated as "fixed fees" rather than percentages.

After completion of Part 1, the Board may choose one of several options (reserving the right to not proceed, or proceed with an option not outlined below). If authorized to proceed with one of the suggested options below, please offer your additional fixed fee.

High School Project

Lead the process of translating the district developed High School program into a working Architectural High School Ed. Spec. that will meet the minimum requirements of Plancon A.

Develop a schematic design, advanced to a stage of sufficient detail to facilitate a referendum question. As a dollar amount is the critical component of the referendum, the design professional will provide complete estimating throughout the schematic design phase, which may include multiple estimates as details are developed. Additionally, multiple artistic renderings will be required to educate voters on the nature of the project.

In addition to any and all staff and committee meetings, please include 3 community-wide forums during this process.

Finally, the professional will lead the process of community publicity and interaction, with the district as a partner.

Unit Price: Please include the unit price to add or subtract community-wide forums from the process.

Part 2B- Schematic Design through Referendum without Plancon- All fees will be stated as "fixed fees" rather than percentages.

If applicable, please provide any discounts that you would offer to the above fee if Plancon were not being pursued for this project.

Part 3 - Fee Estimate if Referendum fails:

Please outline a strategy for a second referendum vote if the first vote fails, and your fee for completing this process.

Part 4 – Additional High School Information

Buchart Horn/Basco – Manheim Township

Crabtree Rohrbaugh - Chambersburg

Schradergroup – Central York

Please provide an information package on the district chosen High School project.
At a minimum include the following:

- Scope of project as established by the school district
- Initial Budget as established by the school district
- Date of bid award
- Construction cost at bid award
- Change order costs and percentages
- Final construction cost
- Construction cost per square foot
- Final total project cost
- Building floor plans
- Building size and site data

As much as possible, please provide other information that would be helpful to the evaluation team. (This should be under separate cover and not part of the RFP response document). Not limited to, but of particular interest, would be:

- Copy of Ed. Spec.
- Energy use data for the completed project

STATE COLLEGE AREA SCHOOL DISTRICT

Proposed High School Building Project Attachment B

ARTICLE 11 COMPENSATION

11.1 The Owner shall compensate the Architect as follows:

Master Plan Update

A. Facility Assessments	\$	12,500
B. Energy Portfolio Manager	\$	10,000
C. Complete Update to DWFMP	\$	25,000
C. Civil Consultant	\$	10,000
D. Reimbursable	\$	1,500
Subtotal:	\$	<u>59,000</u>

Part 1A - Schematic Design through Referendum

A. High School Ed Specs - Translation	\$	10,000
B. Schematic Design	\$	220,000
C. Referendum Consultant	\$	16,000
D. Civil Consultant	\$	25,000
E. Reimbursable	\$	8,500
Subtotal:	\$	<u>279,500</u>
Community Wide Forum - Unit Cost	\$	1,500

Part 1B - Schematic Design through Referendum without PlanCon

A. Discount if PlanCon were not pursued.	\$	25,000
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Part2 - Fee if Referendum fails	\$	20,000
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Part 3 - Balance of Schematic Design Thru Construction

The fee shall be a lump sum for new construction of 5.5 % and 6 % for renovation based upon the Final Cost of the Work (defined in 6.1) approved by the Board prior to the release of bidding documents.

Service	Basic Service	Additional Service
Architectural	Architect	
MEP Engineering	Architect	
Structural Engineering	Architect	
Civil Engineering	Architect	*
Landscape Design	Architect	
Public Hearings (Planning/Zoning)	Architect	
LEED Certification	Architect	**
LEED Energy Modeling		*
LEED Day lighting Analysis		*
Food Service		Contracted by Architect, Owner
Site Survey / Verification		Contracted by Architect, Owner
Traffic Studies		Contracted by Architect, Owner
Environmental Studies		Contracted by Owner
Hazardous Materials Investigation		Contracted by Owner
Building Commissioning		Contracted by Owner

- * Fee assumes one Land Development submission.
- ** Excludes LEED application / review fee established by USGBC.

Part 4 - Future Projects

A. Fee(s) will be negotiated at the time the Owner proceeds with a project.

Attachment C



State College Area School District

The following is a guideline for project design submittals to the Facility Committee of the State College Area School District. During the design process the committee must review three progress stages. They have been designated as 30%, 60% and 90%. If deemed necessary, the committee may require a final review after 90%, bringing the total reviews to four. At each review, members of the committee, along with representatives of the building in question, will be present. The group size will range from 10 to 20 (possibly more). The presentation should be sensitive to the size of the group and be presented with full size documents, reduced copies of key portions for each member and as many visual aids as necessary to accurately portray the project to the entire group.

Following the presentation a written list of questions and concerns will be forwarded to the design professionals within five working days. This list should be responded to specifically in writing at the following review. Verbal review of the response may be in the form of a preface to the next review or incorporated into the review itself (this will be dependent on the nature and extent of the questions).

The presentation will generally take place at one of the committee's regular monthly meetings. These meetings are held once monthly at 4:00 p.m. The presentation should last from one to two hours depending on the size and complexity of the project. If possible, written materials should be submitted to the district one week in advance for distribution to, and review by, the committee. If a complete written submission is not ready one week in advance, the design professional must at minimum submit an outline of the presentation along with the following; key areas for consideration, any expected deviation from submission requirements, and any unusual circumstances or problems. As many members of the design team as possible should be present to answer questions during the meeting. A thorough and well-presented submission will ensure that the design phase proceeds smoothly.

30% REVIEW

This review may be the first exposure many at the meeting have had to the project. An overview of steps leading to the project and general description of work should precede the presentation of required documents. This phase should present several alternate solutions to the project requirements. If only one plan is presented, the process of identifying this solution must be identified and the plan justified.

Many elements are required but the key aspects of each review (30/60/90) are:

1. Plancon process

A thorough report of rationale used in determining if the project will be submitted for Plancon. If the project is determined to be submitted for reimbursement, progress on the process must be reviewed.

2. Program conformance analysis

Provide a general review describing how proposed design meets the functional, statistical, and educational requirements of the program. Describe any departures from program or any recommended changes and reasons thereof.

3. Schedule

Provide an update of the project schedule to reflect the completion of scheduled activities and refinement of the remaining design activities as well as construction phase milestone dates. Also, included should be:

- a. remaining dates for design phase submittals.
- b. bid calendar including dates of advertisement, pre-bid meeting, bid opening, and bid award.
- c. completed and scheduled meetings with code and zoning officials. List all required approvals and critical dates.
- d. completed and scheduled meetings with users' groups.
- e. important milestones that must be completed by the district.

4. Project Cost Estimate

Based on the documentation, an update of the project cost budget. Included should be:

- a. construction cost, including site costs
- b. soft costs, including fees for design, consultants and project administration.

The documentation prepared by the architect at the completion of the 30% phase will usually consist of the following.

- A. Site plan showing the relationship between new and existing structures, traffic flow, existing and proposed topography, landscaping features, roads and walks and major utility connects, typically at 1-inch = 20 feet scale. Utilities requirements (type, estimated load, proposed routing and connection locations):

Electric (Normal)	Gas
Water	Storm Water Management
Sanitary	Telecommunications
Fire Protection	

- B. Typical floor plan(s) at 1/16-inch scale. May be single line in this phase.
- C. Plans of special floors or areas at 1/8-inch to provide understanding of the design direction.
- D. Roof plan; 1/16-inch scale.
- E. Elevations. Not fewer than two (2) in schematic form at 1/16-inch or 1/8-inch scale as appropriate.
- F. Diagrammatic sections; 1/8-inch scale.
- G. Equipment and furnishings. Indicate any special equipment that influences design; show other equipment and furnishings as required for "proof-of-scheme."

The following reports are normally prepared as a part of the 30% review:

- A. Material/Systems Outline:

1. Structural Systems. Describing proposed materials, foundation types, modules, design loads, and design criteria to be employed.
 2. Building Envelope. Describing wall systems, window types, glazing types, provisions for cleaning and thermal characteristics and roof systems. (Waterproofing/weatherproofing requirements.)
 3. Principal Interior Finishes. Describing finishes for typical areas, areas subject to heavy use or traffic, toilet areas, and food service areas, and any special finishes; for example, entry lobby, etc.
 4. Mechanical Systems. Outline tentative selection of energy heating-cooling systems and control methods, including relationship to existing systems, if appropriate. Provide design data statement (temperature, humidity, etc.), block load data, proposed location of outdoor components.
 5. Electrical Systems. Outlining tentative distribution method, typical lighting types and levels, fire protection, emergency and communication systems.
 6. Telecommunications. Description of systems and capabilities. Service line location.
 7. ADA requirements. State where standards for ADA are being met and any areas where standards have not been complied, and give reasons for noncompliance.
- B. Interrelationship Review. Describe provisions for compatibility among structural, mechanical, and electrical systems; size and location of mechanical-electrical equipment spaces.
- C. Code Analysis. Providing written statement describing methods proposed to comply with governing codes and regulations, including zoning, occupancy, life safety, fire resistance, fire protection, and structural adequacy.

60% REVIEW

At this review questions or concerns posed from the 30% review must be addressed. Also, updates of the four key aspects (Plancon process, program conformance analysis, schedule, and project cost estimate) must be presented.

Additionally, the following documentation is required: .

- A. Site Development. 1 inch = 20 feet, similar to schematic submittal, plus the following:
 - 1. Entry and exit conditions, on-site roadway and final traffic flow with percent grades.
 - 2. Parking layouts, if applicable.
 - 3. All underground utilities and services.
 - 4. Proposed planting plan showing species, size, quantity and spacing of plant materials.
 - 5. Established elevations.
 - 6. Lighting layouts.
 - 7. Completed sewer planning module.
 - 8. Soil Erosion and Sedimentation Control Plan Draft.
- B. Floors Plans. 1/8-inch scale minimum, including designated room names and numbers, dimensions, door swings, and typical material indications. Tabulate design loads on drawings.
- C. Plans of Special Floors or Areas. Floor plans of special areas at 1/4-inch scale minimum.
- D. Reflected Ceiling Plans.
- E. Roof Plan. 1/8-inch scale, include penthouses, major mechanical equipment, expansion joints, and all projections visible from ground level.
- F. Elevations. 1/8-inch scale minimum for all exterior walls of building; include floor elevations and enlargement of special details or wall configurations.

- G. Sections. 1/8-inch scale minimum; number as required to reasonably illustrate floor relationships, construction thicknesses and profiles, vertical circulation, and special features.
- H. Typical Details. Plans should not be smaller than 1/2-inch scale, including exterior wall sections.
- I. Finish Schedules. Format is intended for construction documents; schedules must show construction document room numbers.
- J. Equipment and Furnishings. Expand schematic design requirements. Include a list on a room number basis, noting both new and existing equipment to be used. With existing equipment, note location and what, if any, modifications to the equipment will be necessary to adapt it to its new location.
- K. Mechanical/Electrical Provisions. Single line drawing to illustrate duct work, principal piping, riser diagrams and single line diagrams, lighting layouts, and other typical systems; provide double line drawings in equipment rooms and restricted areas at scale as required to illustrate adequacy of area and clearances.

The following reports are normally a part of the design phase documentation:

A. Structural Provisions

- 1. Design Data
 - a. Design criteria employed
 - b. Live, dead loads
 - c. Confirm system(s)
 - d. Confirm foundation type
 - e. Confirm special provisions for concentrated loads, openings, and equipment loads
 - f. Subsurface waterproofing methods, if applicable

B. Mechanical/Electrical Provisions

- 1. Confirm systems selections by analysis reflecting initial cost, useful life, rate of return, building construction and configuration, weather conditions,

building occupancy, utility costs, and maintenance costs. Make analysis in accordance with the format shown in ASHRAE Guides, "Owning and Operating Cost Data and Summary." (This will be performed only if the district contracts for this additional service).

2. Integrated Systems (when applicable). Describe interrelationships, efficiency of control, and operation restrictions.
3. Energy and Utility Summary. Calculate estimated consumption of electricity, water, steam and gas, and flow capacities of drainage systems; provide breakdowns for major areas' subsystems or equipment loads. (This will be performed only if the district contracts for this additional service).
4. Lighting Fixtures. Provide manufacturer's name, description, illustration and characteristics for typical lighting fixtures, including exterior; designate areas where special fixtures or layouts are contemplated.

C. Code Analysis Review

Review analysis made during schematic design to confirm or supplement previous conclusions and update meeting reports with zoning or building code officials.

D. Acoustical Report

Outline provisions for sound control and attenuation in typical area; describe provision (or Consultant's report) for severe acoustic problems; describe provisions for isolation of sound due to motor-driven equipment, etc.

E. Area Volume Statistics

Check calculations made during schematic design, and tabulate any significant changes.

F. Outline Specifications and Related Documents

Provide brief description of proposed conditions of the contract and technical specifications, following the 16 division format of the "Uniform System for Construction Specifications."

90% REVIEW

At the 90% review all questions and concerns from the 60% review must be addressed. Also, a complete and thorough update of the four key aspects (Plancon process,

program conformance analysis, schedule, and project cost estimate) must be presented.

The following are requirements in addition to the items outlined in the 30% and 60% reviews:

A. Civil and Site Work Drawings

1. Site Survey

Incorporate, but qualify that its inclusion is for bidders' convenience only.

2. Landscaping

Incorporate on the drawing as required schedule of planting materials.

3. Stormwater Management and Underground Drainage

Include invert elevations; show foundations (if any) on drainage drawings. Include profiles, geotechnical criteria, infiltration and/or detention parameters.

B. Structural Drawings

1. Design Loads

Tabulate on drawings; identify design criteria; avoid duplication of any information or requirements stated on specifications.

2. Protection

Show relationship to adjacent structures and methods of protection.

C. Architectural Drawings

1. Fire Protection

Identify location and extent of fire-resistive walls and partitions; identify rated door openings on schedules.

2. Elevators

Note characteristics on drawings, including speed, capacity, and electric current requirements (establish capacity allowance as appropriate).

3. Equipment

Show all equipment included in construction contract. Show equipment not on contract when anchorage is required or when advisable to facilitate delivery, location, or adjacent or related construction and the like.

D. Food Service Equipment

1. Base Drawings

Include for equipment other than free-standing with legs or manufactured bases.

2. Rough-in Drawings

Include, showing sizes, characteristics, and locations of mechanical and electrical services.

E. Mechanical Drawings

1. Equipment Rooms

Not less than 1/4-inch scale, showing multiple plan levels, when required, for clarity.

2. Sections

Include for equipment, piping, and duct work in restricted areas.

3. Duct Work

Show double line on plans, sections, and details. Provide one line riser diagrams.

4. Supports

Coordinate hangers, bases, and supports with other drawings.

F. Electrical Drawings

1. Panel Schedules

2. Motor Control Schedules

Include size and type starters, interlock devices, and disconnects.

G. Laboratory Equipment

1. Elevations

Include wall elevations for equipment in typical and special rooms.
Include sections for special equipment.

H. Graphics

1. Both interior and exterior.

I. Engineering Calculations

The following reports are normally required at the completion of the 90% review:

A. Confirmation of reports submitted during design development phase as follows:

1. Code analysis review
2. Acoustical report for specialty areas such as music rooms and gymnasiums.
3. Area volume statistics

B. Changes--Since Approval of Design Development

Document any others not included hereinabove.

C. Conformance

Confirm conformance with requirements of City Code Agencies and Public Utilities.

The following specifications and related documents are required:

A. Cover, Title Page, and Table of Contents

Include official project title, Owner and User credits, architect's and consultant's credits, location, date, and official project number(s).

B. "Front End" Document

Appropriate general conditions, general provisions (special conditions) and the "Bidding Documents"

C. Technical Specifications

The architect is responsible for the technical (Division 2, etc.) specifications.

D. "Bidding" Documents

Documents, such as "Invitation to Bid," "Instructions to Bidders," Bid Bond Forms, Performance Bond Forms, Safety Program requirements, Project Schedule information, and other requirements.

At the completion of 90% review the committee will again formulate a written list of questions and concerns. Additionally, it will be determined if a written response is sufficient or a "final committee review" is required.

Attachment D
CRABTREE, ROHRBAUGH & ASSOCIATES
HOURLY RATE SCHEDULE

The following is a listing of the billable rate for each title:

<u>TITLE</u>	<u>RATE</u>
Principals	\$280/hour
Directors	\$200/hour
Senior Project Managers	\$155/hour
Project Architect	\$145/hour
Project Managers	\$135/hour
Construction Administration Representative	\$140/hour
Project Architectural Coordinator	\$110/hour
Graphic Designer	\$110/hour
Office Manager	\$110/hour
Senior Interior Designer	\$ 90/hour
Intern Architects	\$ 85/hour
Architectural Staff	\$ 75/hour
Interior Designer	\$ 75/hour
Administration	\$ 65/hour



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STATE COLLEGE AREA SCHOOL DISTRICT

