

ARCHITECTURAL & ENGINEERING SERVICES

FOR RENOVATION OF

New GRPS PK – 12 Montessori Campus at Riverside

GRAND RAPIDS PUBLIC SCHOOLS

Request for Qualifications and Fee Proposal

Issued by:

The Ad Hoc Committee
Professional Service Contractor Selection
Proposal Due Date: *May 9, 2024*
Issuing Office: Grand Rapids Public School District
Office of Facilities Management & Planning

This is a Qualification Based Selection Process. Complete submittal of information requested in this document is essential to the selection process. Failure to provide this information may result in not being considered for the award of a contract.

April 24 2024



**PROFESSIONAL SERVICES
FOR RENOVATION OF
Riverside Middle School for GRPS Montessori PK-12 Campus**

GRAND RAPIDS PUBLIC SCHOOLS

GENERAL INFORMATION

A. Purpose

Grand Rapids Public Schools (GRPS) seeks professional design expertise to execute its Building Improvement Plan. The Professional Service Contractor (PSC) selected to design the Renovation of Riverside Middle School to become the GRPS Montessori PK-12 Campus must provide the full range of architectural and engineering capabilities for the entire scope of work. Successful design and construction of our projects may also require the use of specialists in landscape architecture, interior design, acoustics, building restoration, energy efficiency, security and technology. Implementing our Building Improvement Plan is a key component of the “Reimagine GRPS” and we seek the best consulting firms from our region to work collaboratively with our schools, communities, and administration.

To obtain the highest quality project within the time and budget allocations, GRPS seeks a PSC for the Renovation of Riverside Middle School to become the GRPS Montessori PK-12 Campus through this Qualification-Based Selection (QBS) process. This selection process articulates the district goals, reflects our guiding principles and provides openness and consistency so that all qualified firms receive fair consideration. The remainder of this Request For Qualifications (RFQ) identifies specifics regarding Riverside Middle School.

B. Project Scope and Timeline

GRPS issues this RFQ in its process to obtain Architectural/Engineering design and construction documents production services for a new Montessori school campus. This project is a continuation of the 2023 Bond Projects “Reimagine GRPS”. The overall GRPS goals for the project include the following:

- To welcome and stimulate students, staff and visitors
- To provide flexibility in adapting to current and future educational needs
- To accommodate an extended school day and school year
- To promote community use
- To promote environmental stewardship, including LEED design principles and if possible certification (if applicable).
- To balance long-term, short term and operational costs

- To maximize opportunities for local businesses and employment opportunities for Grand Rapids residents.
- To function as a center for Montessori Education for GRPS
- To maintain and enhance the District's presence in the neighborhood and the NE Quadrant of GRPS
- To meet specific completion and budget targets

The renovation of the current Riverside Middle School building located at 265 Eleanor St. NE, is a necessary step to support the relocation and consolidation of several Montessori programs into one campus. The Montessori program needs will not only require the renovation of the current Riverside building, but it may require a significant building addition to house and support the growing Montessori programs. The new Montessori Riverside campus will receive scholars from the current North Park school, Grand Rapids Montessori Academy (Fountain Building), Grand Rapids Montessori Middle/High (Innovation Central), and our Wellerwood Pre-school program. The new Riverside will be a Pre-K – 12 campus.

The existing Riverside School, is an 88,380 square foot building on a slightly over 21 acre site. The school is primarily on a single floor with a small second floor space on it's west side and a tunnel system basement serving building MEP infrastructure needs. The original Riverside Middle School was built in 1956 with the most recent renovation taking place in 2014. The site currently includes 99 parking spaces.

The scope of work must include, but not limited to the following:

- Lead the efforts to develop a comprehensive building space program to effectively support the Montessori teaching method and program needs. The building program must consider all aspects of an operational school facility including, but not limited to, food service, administrative offices, classroom needs, special education, arts, science, music, athletics, and any other educational opportunity for our scholars. **It is strongly recommended, that AE Firms submitting a proposal have a strong background and experience in the development of Montessori educational facilities or partner with a Montessori education expert.** The building space program must include current and projected student enrollment, including those in existing waiting lists.
- Complete a comprehensive Code study to identify any current code issues due to the new construction. Implement any code requirements as part of the building renovation work.
- Building systems upgrades or replacement (HVAC, Electrical, Plumbing). An evaluation of each system must be included as a necessary step before design.
- Building envelop evaluation. An action plan must be included and developed to address any evaluation findings. Evaluation must include roof, exterior walls, exterior windows, and exterior doors.

- Interior finishes upgrades.
- Other program needs that must be designed and developed are:
 - Outdoor educational spaces
 - Site improvements / accessibility/ bus – parent drop off and pick up / parking.
 - Playground(s) and other indoor and outdoor recreational spaces
- Conduct a minimum of two community (internal and external) townhall meetings. These meetings are to gather input and feedback from our school community (internal and external).
- Maintaining and updating public information regarding the design and construction progress on the District website.
- Attending construction progress meetings, and issuing weekly site visits progress reports.
- The PSC will also be responsible to provide two opinions of probable construction cost at the completion of the SD and DD phases of the construction documents development. These opinions of probable construction cost must be completed by a 3rd party that is knowledgeable of current construction practices and cost, and will be reconciled with the cost estimates developed by our Construction Manager.
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The PSC selected for this project will work with school staff, community members, Advisory Committee, and GPRS Administration to define the priority components within the project budget. The PSC selected will also be expected to work closely with the selected Construction Manager to ensure the project is delivered on time and within our budget.

The key components of the existing Riverside School building and Montessori Programs are listed in the following table:

Existing Riverside School	Current Enrollment	Enrollment Waiting List & Projected Growth	Current Conditions
Original Construction, Additions, and Renovations	N/A	N/A	1956, 1960, 1980,1992, 2013, 2014
Total Existing Floor Area (GSF)			88,380
Site size			21.21 Acres
Grades to be served / Enrollment			K - 12
Main Floor Levels			1
Base Classrooms - Regular Ed. & Special Ed.			TBD
Existing GR Montessori Academy	378	130	NA
Existing GR Montessori Middle/High	188	20	NA
Existing North Park Montessori	528	100	NA

The construction budget for The Project is \$21,000,000, including any and all demolition, construction, data wiring and connections, site renovations and improvements, construction fees and permits, professional fees, and equipment. It is the intent of GPRS to complete all projects under budget to allow for additional projects, as was accomplished in previous Bond Programs. Successful completion of The Project includes the completion of all punch list items, installation of technology, and staff training as required prior to owner acceptance.

Renovations of Riverside School to convert it to the GRPS PK-12 Montessori Campus are expected to take place beginning in the Spring of 2025 and completing construction in the summer of 2026. Scholars will begin the 2026-2027 school year at the newly renovated Riverside Montessori Campus. The District intends to vacate the building at the end of the 2024-25 school year by relocating the current Middle School scholars attending Riverside to other District facilities to allow for this renovation.

This project will be constructed under a Construction Manager as Constructor (CMc) agreement, the selection process for which will immediately follow the selection of the A/E firm. The A/E firm will be required to work closely with the CM during the planning phases and to oversee the construction of the project and timely completion.

Project Timeline

RFP Issuance:	April 24, 2024
Proposals Due:	May 8, 2024
Interviews:	Week of May 13, 2024
Selection/Recommendation:	May 20, 2024
Finance Approval:	May 28, 2024
Board Approval:	June 3, 2024
Design Phase:	June 2024-January 2025
Bid	February 2025
Construction:	May- July 2025
Occupancy:	August 1, 2026

Pre-proposal Meeting / Site Visit

A pre-proposal meeting and site visit will be held on *May 1, 2024 at 4:00 PM* at Riverside Middle School, 265 Eleanor Street NE, Grand Rapids, Michigan 49505.

C. Issuing Office

This RFQ is issued by the GRPS Department of Facilities Management & Planning, hereinafter referred to as the issuing office. The Director of this department and point of contact for this Request for Qualifications is:

Alex Smart, RA, NCARB
Executive Director Facilities and Operations
Grand Rapids Public Schools Service Building
900 Union NE
Grand Rapids, Michigan 49503

D. Contract Award

Contract award will be undertaken by GRPS with the Professional(s) whose qualifications and proposal(s) the issuing office determines to be in the District's best interest. [AIA Document B101-Modified] will be the basis of this agreement.

E. Submittal Requirements – Firm, Team and Approach

Submit Nine (9) hard copies to address and person named above, and one electronic PDF copy via email to Alex Smart at SmartA@grps.org

Executive Summary – One [1] page maximum

Summarize your strong points and describe how your experience will benefit the GRPS renovation of Riverside Middle School.

Business Organization - One [1] page maximum

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service.

Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. State the names of the principals of your firm.

Firm Experience – Five [5] pages maximum

Provide examples of up to five similar projects completed by the firm for educational clients within the past five (5) years.

Statement of the Problem and Summary of Approach – Three [3] pages maximum

State in succinct terms your understanding of the major issues of this project. Identify specifically how your firm will meet the project goals and GRPS expectations.

Briefly describe how you intend to address the main issues of the project.

Work Plan / Schedule – Three [3] pages maximum

Include a time-related chart, show events, tasks, and decision points in your work plan, from selection through overall completion of the program. Discuss how your work will be coordinated and how you intend to interface with Grand Rapids Public School District, the Construction Manager and the rest of the project team. Provide a review schedule between the A/E, CM, and Owner.

Manpower and Team - No page limit

The firm must staff a project team with the qualifications and expertise necessary to undertake a project of this scope, **ready to begin work immediately upon notice to proceed**. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Describe their role in the project.

Identify key participants, including major consultants, with name, resumes, qualifications and relevant experience. You must indicate a percentage of time which each key participant will allocate to this project and coordinate this information with your fee proposal. Include a listing of their current project responsibilities and the dates that they will be available to begin work on this project.

Resumes with qualifications for key individuals must be provided. Include a brief description of three [3] major projects in which each individual has been instrumental (may be projects completed for other firms but be certain to identify the firm). **Up to one page per individual.**

Community (external and internal) Engagement and Communication plan ~ Two [2] pages maximum

State in succinct terms your plan to engage internal and external stakeholders during the design process, and how you will provide pertinent information in a public format (ie. Website) to keep the public and all interested parties abreast of the progress of the project.

F. Submittal Requirements – Fee (separate sealed envelope)

You are requested to submit a lump sum fee for the scope of work described above. Your fee proposal must also reflect and include detail for all expected reimbursable charges and the billable hourly rates for your team members assigned to our project.

Your services are to include pre-design services to assist GRPS in making necessary adjustments to the program scope of work in order to meet the budget.

Your fee proposal is to include all services required for the scope of work as defined in this RFP.

Your firm will be working closely with a Construction Manager retained by GRPS. Close collaboration between your firm and the CM is expected on a weekly basis for the duration of the construction phase.

The submittal requirements are:

- Email and hand deliver your Fee proposal to:
Alex Smart, Executive Director of Facilities and Operation
900 Union NE
Grand Rapids, MI 49503
Smarta@grps.org

- Qualification submittals are due no later than *May 8, 2024* at 11:00AM.

Your submittal should be prepared simply and economically, providing a straightforward comprehensive description of the professional's ability to meet the

requirements of the request. Submittals must be signed by an official authorized to bind the professional to its provisions.

Your submittal will be considered a contract document. Submittals must remain valid for a minimum of sixty [60] days.

H. Incurring Costs

GRPS is not liable for any cost incurred by the professional prior to issuance of a contract.

I. Prime Professional Service Contract Responsibilities

The PSC is required to assume responsibility for all services offered in the submittal whether or not they possess them within their organization. Further, GRPS will consider the professional to be the sole point of contact with regarding to contractual matters, including payment for any and all charges resulting from the contract.

INSURANCE REQUIREMENTS

The firm must acquire and continuously maintain during the period in which the consultant is performing services pursuant to this Contract, and provide the GRPS with acceptable proof of the following type and amounts of insurance coverage:

1. **Statutory Workers Compensation Insurance**
2. **Comprehensive General Liability Insurance** with separate limits of not less than \$1,000,000 per accident coverage against bodily injury and \$1,000,000 per accident coverage against property damage, or with a combined single limit against both bodily injury and property damage of not less than \$3,000,000 per occurrence. This coverage shall include a contractual liability endorsement.
3. **Comprehensive Owned and Non-Owned Automobile Liability Insurance** with the same minimum limits of coverage as that required for the **Comprehensive General Liability Insurance**.
4. **Professional Liability Insurance** coverage with an annual aggregate limit of not less than \$2,000,000.

The Grand Rapids Public School District and Plante Moran Realpoint, it's Owner's Representative, must be named as additional insured by endorsement to the Comprehensive General Liability Policy. Certificates of insurance evidencing that the consultant has secured all of the foregoing insurance must be provided to the Grand Rapids Public School District. A minimum of thirty [30] days notice to the GRPS prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

Fair Employment Practices Agreement

Equal Opportunity [Affirmative Action Employer]

The Grand Rapids Public School District, as an Equal Opportunity/Affirmative Action Employer, complies with federal and state laws prohibiting discrimination, including Title IV and Title VII [with amendments] of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Veterans Readjustment Act of 1974 as amended 28 USSC 20-12 and the Americans With Disabilities Act of 1990. It is the policy of the School Board that no person, on the basis of race, sex, height, weight, color, religion, national origin, or ancestry, age, marital status, disability, or veteran status, shall be discriminated against in employment, educational programs and activities, or admission.

Inquiries or complaints should be addressed to Frederica Williams, 1331 Martin Luther King Jr. St. SE, PO Box 117, Grand Rapids, Michigan 49501-0117.

SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN

COUNTY OF _____

_____, being duly sworn, deposes and says:

That _____ (The "Bidder") has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

Project Name: _____

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1. That there are no such familial relationships existing at this time.

OR

2. That a familial relationship exists between

_____,

an owner employee of the Bidder who is the _____ relationship

of _____, who is a member of the Board, the Superintendent.

Deponent _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Acting in: _____

My commission expires: _____

**IRAN BUSINESS RELATIONSHIP
AFFIDAVIT**

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal.

Certification

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business" as the term is defined in the Act.

Signature

Title

Company

NON-COLLUSIVE AFFIDAVIT

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- 1. The proposal has been arrived at by the consultant independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,
- 2. The contents of the proposal have not been communicated by the consultant or its employees or agents to any person not an employee or agent of the consultant or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

Signature of Consultant

STATE OF _____)
)SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____.

_____, Notary Public
_____ County _____,
My Commission Expires: _____
Acting in the County of: _____

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

Signature

Title

Company

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

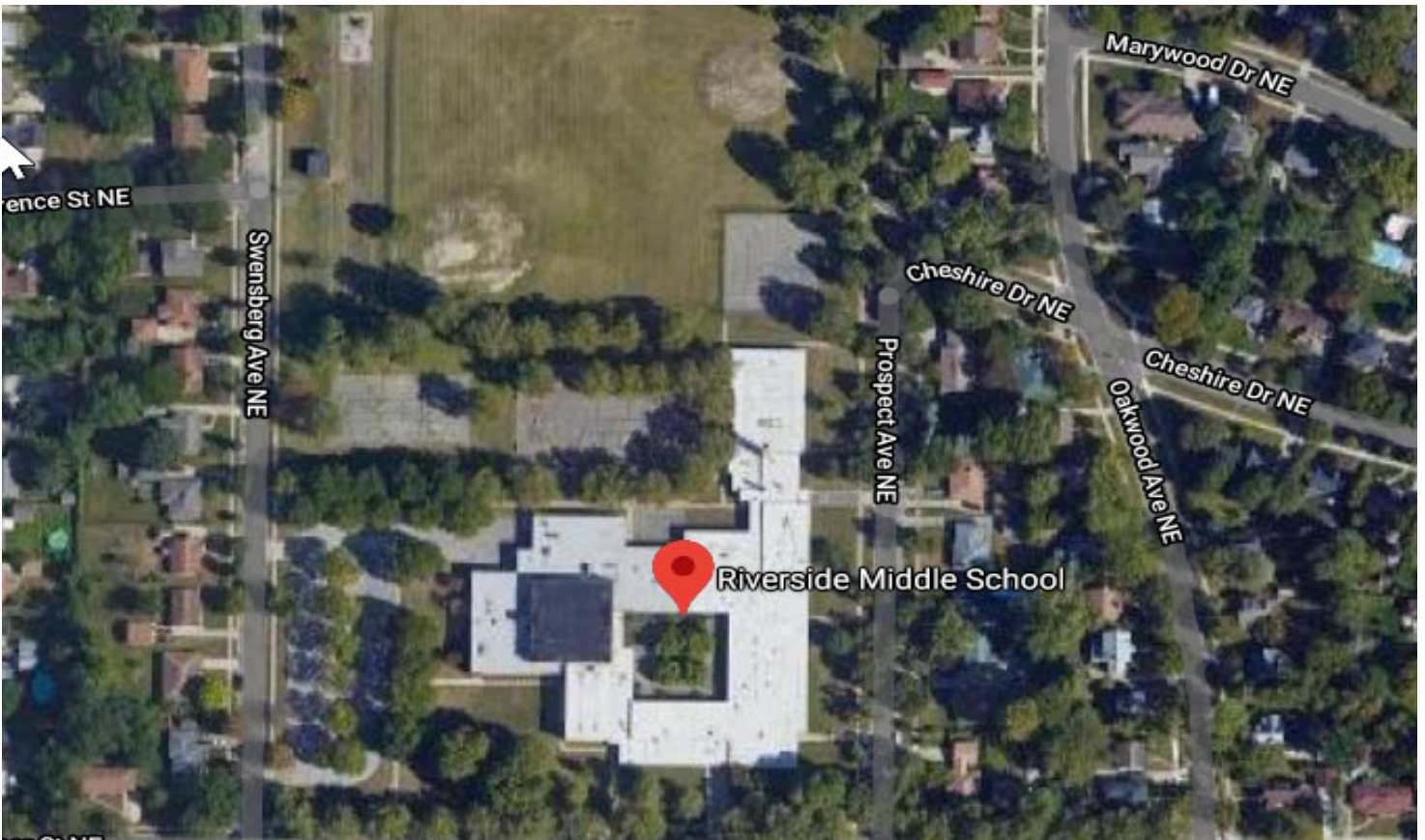
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Building 31 – Riverside Middle School



Address:	265 Eleanor St NE, Grand Rapids, MI 49505
Year Built:	1956
Square Footage:	88,380
Site Area:	12.21 Acres
Parking Spaces:	99
Stories:	2
Basement:	Tunnels
Elevator(s):	No
Exterior Façade:	Masonry
Roof:	EPDM , PVC
Fire Protection:	No

Site Plan:



Building 31 – Riverside Middle School

Riverside Middle

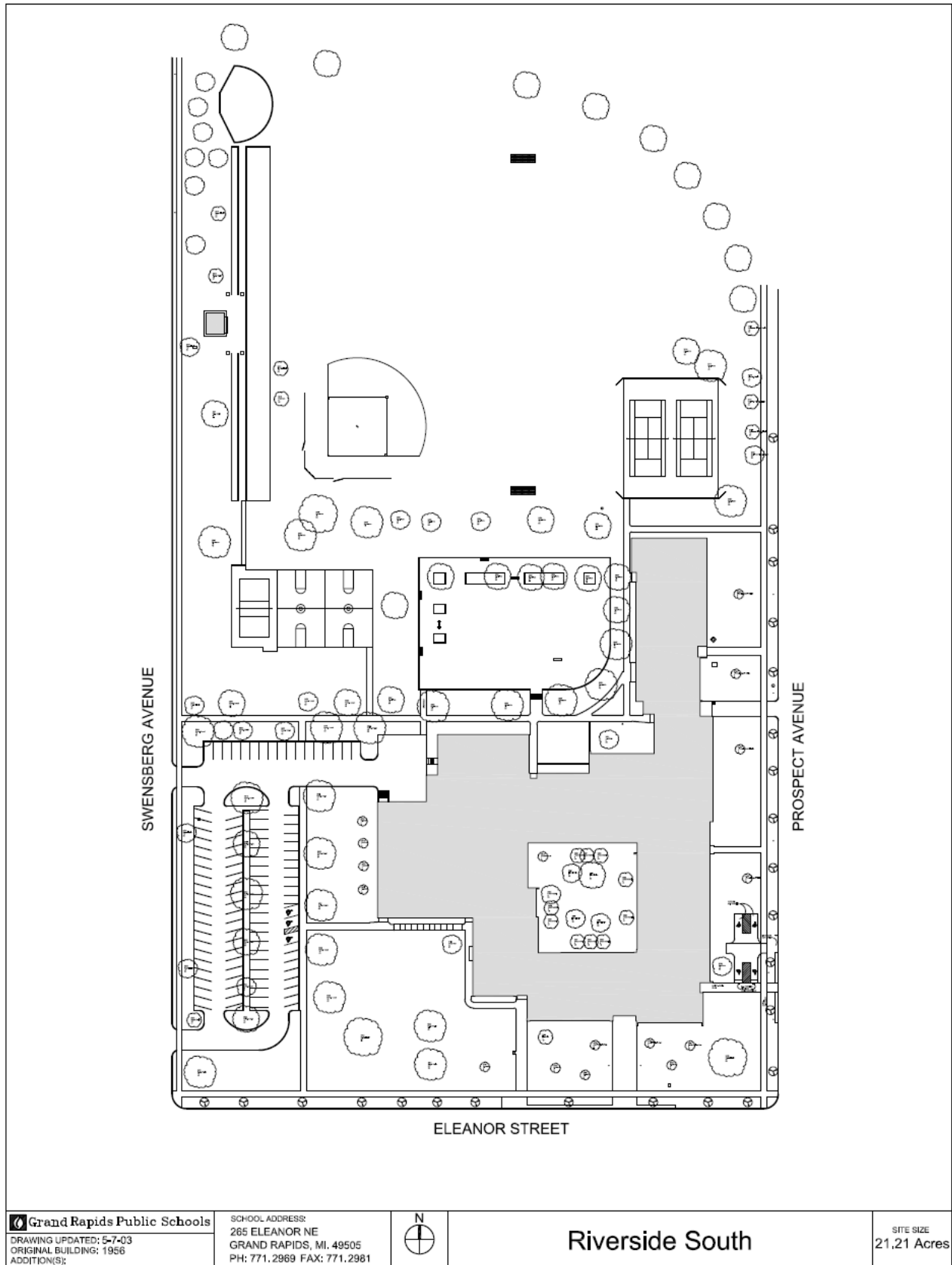
First Floor Plan
Not to Scale



Legend

- General Education Classroom
- Dedicated Classroom (Art, Comp. Lab, Music)
- Special Education/Support Classroom
- Vacant Classroom

Building 31 – Riverside Middle School Site



SECTION D | FACILITY ASSESSMENT

Building 31 – Riverside Middle School

Summary of Budgets:

Riverside Middle School					
88,380 sf	(Medium) (U.S. Median) Summer 2021	Cost Escalation Factors			
		1.04	1.22	1.42	
Program Area	Net Present Value Cost (\$)	As % of Total Cost	Critical Needs Cost (1 - 3 years)	Deferrable Maintenance Cost (4 - 6 years)	Property Enhancement Cost (7 - 10 years)
1.0 SITE					
Paving					
Pavement Reconstruction - Remove Asphalt/Base & Repave (4.5" on 10" Stone) (HD)	\$249,953	1.61%	\$249,953	\$0	\$0
Exterior Stair Restoration	\$10,350	0.07%	\$10,350	\$0	\$0
Selective Sidewalk & Curb Replacement Allowance	\$41,400	0.27%	\$0	\$50,369	\$0
Playground / Playpad					
Remove & Replace Asphalt Play Pads	\$178,227	1.15%	\$178,227	\$0	\$0
Landscaping					
Fence Removal	\$3,105	0.02%	\$3,105	\$0	\$0
Chain Link Fencing - 8' (Vinyl Coated)	\$17,388	0.11%	\$17,388	\$0	\$0
Improve Landscaping	\$103,500	0.67%	\$103,500	\$0	\$0
Utilities					
Utilities	\$155,250	1.00%	\$0	\$0	\$220,969
Misc.					
Movable Letter Signage	\$6,210	0.04%	\$0	\$0	\$8,839
Replace Site Lighting Pole (Base / Pole / LED Fixture)	\$0	0.00%	\$0	\$0	\$0
SITE SUBTOTAL	\$765,383	4.93%	\$562,523	\$50,369	\$229,808
2.0 BUILDING ENVELOPE					
Roofing Work					
Roofing Work	\$10,350	0.07%	\$10,350	\$0	\$0
(Existing PVC) - Installed 2009 (R16, 17, 18 - Warranty 2028) (PVC)	\$204,785	1.32%	\$0	\$0	\$291,473
(Existing EPDM) - Installed 2009 (R15 - Warranty 2028) (PVC)	\$107,519	0.69%	\$0	\$0	\$153,033
(Existing PVC) - Installed 2009 (R6 - Warranty 2024) (PVC)	\$73,128	0.47%	\$0	\$88,971	\$0
(Existing PVC) - Installed 2013 (R1-5, 7-14 - Warranty 2028) (PVC)	\$718,766	4.63%	\$0	\$0	\$1,023,028
Remove portion of Existing Masonry Chimney, Re-Cap	\$20,700	0.13%	\$0	\$0	\$29,463
Repair Roof Deck	\$10,350	0.07%	\$10,350	\$0	\$0
Windows					
Repair/Replace Exterior Window System	\$431,336	2.78%	\$431,336	\$0	\$0
Exterior Walls					
Remove & Replace Fascia	\$51,750	0.33%	\$51,750	\$0	\$0
Replace Exterior Soffits	\$25,875	0.17%	\$25,875	\$0	\$0
Masonry Restoration (Allowance)	\$25,875	0.17%	\$25,875	\$0	\$0
BUILDING ENVELOPE SUBTOTAL	\$1,680,434	10.81%	\$555,536	\$88,971	\$1,496,997
3.0 INTERIOR/FINISHES					
Interior Doors & Hardware					
Replace Door, Frame & Hardware - Classroom Corridor	\$65,102	0.42%	\$65,102	\$0	\$0
Replace Door, Frame & Hardware - Misc. Ancillary	\$95,738	0.62%	\$0	\$116,479	\$0
Replace Door, Frame & Hardware - Misc. Ancillary Corridor	\$16,560	0.11%	\$16,560	\$0	\$0
Replace Door, Frame & Hardware - Classroom Corridor	\$8,280	0.05%	\$8,280	\$0	\$0
Walls & Partitions					
Gym Wall Repair	\$20,700	0.13%	\$20,700	\$0	\$0
Ceilings					
Remove Existing & Install New Acoustic Tile Ceiling - Classrooms	\$212,818	1.37%	\$212,818	\$0	\$0
Remove Existing & Install New Acoustic Tile Ceiling - Corridors	\$117,543	0.76%	\$117,543	\$0	\$0
Remove Existing & Install New Acoustic Tile Ceiling - Ancillary	\$172,991	1.11%	\$172,991	\$0	\$0
Flooring					
Remove & Replace Classroom Flooring - Carpet/LVT	\$212,818	1.37%	\$212,818	\$0	\$0
Remove & Replace Kitchen Flooring - Hard Tile	\$7,245	0.05%	\$7,245	\$0	\$0
Remove & Replace Media Center Flooring - Carpet	\$14,231	0.09%	\$14,231	\$0	\$0
Remove & Replace Corridor Flooring - LVT	\$144,668	0.93%	\$144,668	\$0	\$0
Replace Stair Treads - South	\$31,050	0.20%	\$31,050	\$0	\$0
Windows					
HS Remove & Replace Window Treatments	\$62,100	0.40%	\$62,100	\$0	\$0
Paint					
Painting Allowance - Classrooms	\$34,931	0.22%	\$0	\$42,499	\$0
Painting Allowance - Corridors	\$195,615	1.26%	\$0	\$237,996	\$0
Painting Allowance - Ancillary	\$6,986	0.04%	\$0	\$8,500	\$0

SECTION D | FACILITY ASSESSMENT

Building 31 – Riverside Middle School

Summary of Budgets Continued:

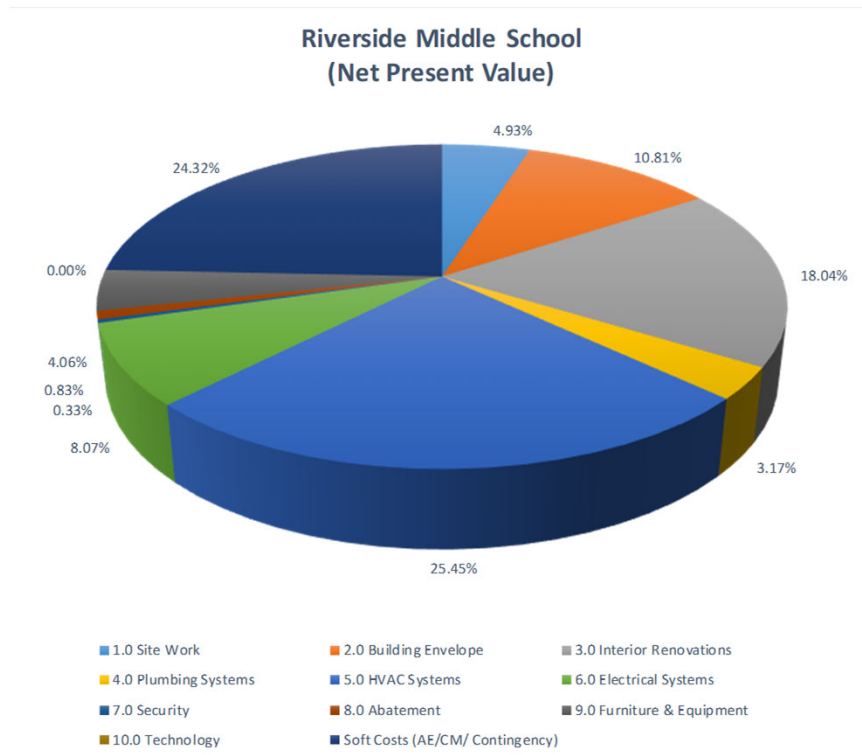
Program Area	Net Present Value Cost (\$)	As % of Total Cost	Critical Needs Cost (1 - 3 years)	Deferrable Maintenance Cost (4 - 6 years)	Property Enhancement Cost (7 - 10 years)
3.0 INTERIOR/FINISHES CONTINUES					
Visual Display Boards					
Replace Visual Display Boards - Misc.	\$31,050	0.20%	\$31,050	\$0	\$0
Signage					
Replace Interior Signage	\$36,589	0.24%	\$0	\$0	\$52,078
Restrooms					
Partially Renovate - Toilet Room (Single / Staff / Locker Room)	\$24,840	0.16%	\$24,840	\$0	\$0
Partially Renovate - Toilet Room (Gang)	\$621,000	4.00%	\$621,000	\$0	\$0
Lockers					
Replace Gym/Pool Locker - Single Tier, Welded, Metal	\$24,426	0.16%	\$0	\$0	\$34,766
Gym / Pool Equipment					
Replace Gym Bleachers - Wall Attached Motorized	\$68,310	0.44%	\$0	\$0	\$97,226
Gym Backboard Replacement - Ceiling Mounted, Powered	\$13,455	0.09%	\$0	\$16,370	
Gym Backboard Replacement - Wall Mounted, Fixed	\$16,560	0.11%	\$0	\$20,148	\$0
Casework & Countertops					
Replace Casework - Classroom (Middle)	\$397,440	2.56%	\$397,440	\$0	\$0
Miscellaneous					
Cleaning & Selective Demolition - Tunnels	\$10,350	0.07%	\$0	\$0	\$14,731
Install Handicap Accessible Ramp - Lower Level Art Room	\$82,800	0.53%	\$82,800	\$0	\$0
INTERIOR/FINISHES SUBTOTAL	\$2,802,655	18.04%	\$2,299,694	\$441,992	\$198,802
4.0 PLUMBING SYSTEMS					
Fire Protection					
New Fire Suppression System	\$411,630	2.65%	\$0	\$0	\$585,878
Equipment & Fixtures					
Replace Drinking Fountain	\$16,560	0.11%	\$16,560	\$0	\$0
Replace Additional Bottle Filling Stations at Existing Drinking Fountains	\$12,420	0.08%	\$12,420	\$0	\$0
Piping					
Replace Piping / Valves and Unions	\$51,750	0.33%	\$51,750	\$0	\$0
PLUMBING SYSTEMS SUBTOTAL	\$492,360	3.17%	\$80,730	\$0	\$585,878
5.0 HVAC SYSTEMS					
Equipment					
Replace Boilers	\$207,000	1.33%	\$207,000	\$0	\$0
Replace Boiler Pumps	\$15,525	0.10%	\$15,525	\$0	\$0
Install RTU for Main Office	\$51,750	0.33%	\$51,750	\$0	\$0
Replace Make-Up Air Units (MAU)	\$24,840	0.16%	\$24,840	\$0	\$0
Install Unit Ventilator (Vertical w/ New Ductwork) - Heat & A/C (DX) - See Electrical for Assoc. Elec. Costs	\$1,035,000	6.66%	\$1,035,000	\$0	\$0
Piping					
Replace Piping / Valves and Unions	\$51,750	0.33%	\$51,750	\$0	\$0
Replace Deteriorated Piping Insulation	\$20,700	0.13%	\$20,700	\$0	\$0
Miscellaneous HVAC					
Air and Water Balance	\$13,721	0.09%	\$13,721	\$0	\$0
Commissioning	\$18,295	0.12%	\$18,295	\$0	\$0
Temperature Controls	\$228,683	1.47%	\$228,683	\$0	\$0
Update Mechanical System - Convert Steam To Hot Water	\$2,286,833	14.72%	\$2,286,833	\$0	\$0
HVAC SYSTEMS SUBTOTAL	\$3,954,096	25.45%	\$3,954,096	\$0	\$0
6.0 ELECTRICAL SYSTEMS					
Power					
Replace Existing Electrical Panels	\$77,625	0.50%	\$77,625	\$0	\$0
Update Electrical Service for New UV's w/ Condensers	\$103,500	0.67%	\$103,500	\$0	\$0
Power for new HVAC	\$155,250	1.00%	\$155,250	\$0	\$0
Power Drops for New IT Equipment	\$46,575	0.30%	\$46,575	\$0	\$0
Lighting					
Replace Lighting with LED's (New OS, Switching, etc.) - Classrooms	\$212,818	1.37%	\$212,818	\$0	\$0
Replace Lighting with LED's (New OS, Switching, etc.) - Corridors	\$117,543	0.76%	\$117,543	\$0	\$0
Replace Lighting with LED's (New OS, Switching, etc.) - Ancillary (Excluding Kitch. Add't'n)	\$172,991	1.11%	\$172,991	\$0	\$0
Replace Lighting with LED's (New OS, Switching, etc.) - Gymnasium	\$29,228	0.19%	\$29,228	\$0	\$0
Replace Exterior Wall Packs	\$23,288	0.15%	\$23,288	\$0	\$0
Replace Emergency & Exit Lights	\$22,868	0.15%	\$22,868	\$0	\$0
Fire Alarm System					
Fire Alarm - Replaced in 2014	\$0	0.00%	\$0	\$0	\$0
Miscellaneous					
New Wireless Clock System	\$22,868	0.15%	\$22,868	\$0	\$0
Existing Emergency Generator - Kohler, 17.5KW, 240v-1p, Natural Gas	\$0	0.00%	\$0	\$0	\$0
New Emergency Generator In Boiler Room	\$207,000	1.33%	\$0	\$251,847	\$0
Replace PA System (Middle)	\$62,100	0.40%	\$62,100	\$0	\$0
ELECTRICAL SYSTEMS SUBTOTAL	\$1,253,654	8.07%	\$1,046,654	\$251,847	\$0

SECTION D | FACILITY ASSESSMENT

Building 31 - Riverside Middle School

Summary of Budgets Continued:

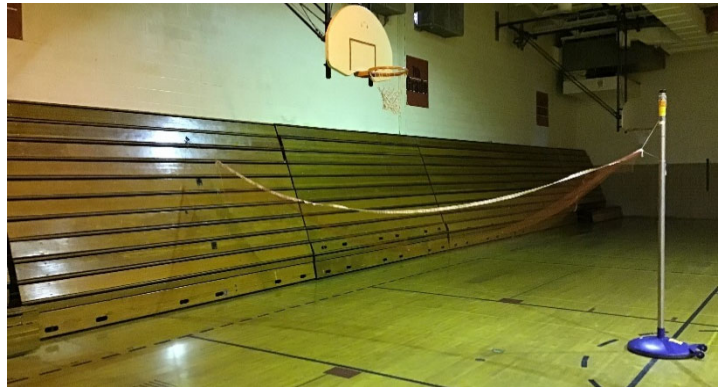
Program Area	Net Present Value Cost (\$)	As % of Total Cost	Critical Needs Cost (1 - 3 years)	Deferrable Maintenance Cost (4 - 6 years)	Property Enhancement Cost (7 - 10 years)
7.0 SECURITY					
Security					
Security Allowance (Surveillance, Access Control, Alarm)	\$51,750	0.33%	\$51,750	\$0	\$0
SECURITY SYSTEMS SUBTOTAL	\$51,750	0.33%	\$51,750	\$0	\$0
8.0 ABATEMENT					
Abatement					
Abatement	\$129,375	0.83%	\$129,375	\$0	\$0
ABATEMENT SUBTOTAL	\$129,375	0.83%	\$129,375	\$0	\$0
9.0 FURNITURE & EQUIPMENT					
General Furniture					
Classroom Furniture	\$397,440	2.56%	\$397,440	\$0	\$0
Media Center Furniture	\$129,375	0.83%	\$129,375	\$0	\$0
Office Furniture	\$51,750	0.33%	\$51,750	\$0	\$0
Miscellaneous FF&E					
Food Service Equipment - Middle School	\$51,750	0.33%	\$0	\$0	\$73,656
FURNITURE & EQUIPMENT SUBTOTAL	\$630,315	4.06%	\$578,565	\$0	\$73,656
10.0 TECHNOLOGY					
Technology					
Classroom - Instructional Wall (Boards/Projector)	\$0	0.00%	\$0	\$0	\$0
Infrastructure	\$0	0.00%	\$0	\$0	\$0
Instructional Technology	\$0	0.00%	\$0	\$0	\$0
Non-Instructional Technology	\$0	0.00%	\$0	\$0	\$0
Other	\$0	0.00%	\$0	\$0	\$0
TECHNOLOGY SUBTOTAL	\$0	0.00%	\$0	\$0	\$0
Building Infrastructure Improvement Total:	\$11,760,022	75.68%	\$9,258,924	\$833,180	\$2,585,140
Project Contingency:	\$1,112,971	7.16%	\$868,036	\$83,318	\$251,148
Permits, Testing & Printing:	\$306,067	1.97%	\$238,710	\$22,912	\$69,066
Construction Manager Fee and Costs:	\$1,129,387	7.27%	\$880,839	\$84,547	\$254,853
Professional Fees & Costs:	\$1,231,032	7.92%	\$960,115	\$92,156	\$277,790
PROJECT TOTAL	\$15,539,478	100.00%	\$12,206,624	\$1,116,113	\$3,437,997



SECTION D | FACILITY ASSESSMENT

Building 31 - Riverside Middle School

Photos:



SECTION D | FACILITY ASSESSMENT

Building 31 - Riverside Middle School

Photos:



DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year «Two Thousand Twenty Four.»
(In words, indicate day, month and year.)

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

«Grand Rapids Public School District»« »
1331 Martin Luther King Jr. Street SE
«Grand Rapids, Michigan 49506»

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

«

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

«Grand Rapids Public Schools – 2023 Bond Program
Renovation of Riverside Montessori, in accordance with the applicable ballot language,
the Owner's fixed Project budget, the approved plans and specifications, all applicable
laws, and as otherwise approved by the Owner. »

The Construction Manager is:

«

References to the "Contractor" herein with respect to the Construction Phase or as
pertains to actual, physical construction shall be deemed to apply to the Construction
Manager, and references to the Owner/Contractor Agreement shall refer to the
Owner/Construction Manager Agreement, unless context suggests otherwise.

The inclusion of any reference to or use of the term "Construction Manager" in this
document shall in no way be read to limit the applicability of this document as provided
in Owner-Construction Manager Agreement Section 1.3.

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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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

«As set forth in the Owner's Request for Proposals dated April 24, 2024, including any Addenda, (collectively the "RFP"), after advice and recommendations from the Architect and any other consultant, individual or entity deemed appropriate by the Owner, in accordance with the relevant application for preliminary qualification of bonds, and the Owner-accepted portions of the Architect's Proposal dated _____, 2024 (hereinafter the "Proposal"). Notwithstanding the foregoing, the Owner and Architect agree that any Terms and Conditions included in the Architect's Proposal are null and void and not part of this Agreement.»

§ 1.1.2 The Project's physical characteristics:

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

«As set forth in the Owner's RFP, after advice and recommendations from the Architect and any other consultant, individual or entity deemed appropriate by the Owner, and in accordance with the relevant application for preliminary qualification of bonds. »

§ 1.1.3 The Owner's fixed budgets for (i) the Project, and (ii) the Cost of the Work, as defined in Section 6.1.2, are both set forth below:

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

«The Owner's fixed budget for all aspects of the entire Project ("fixed Project budget") is (see RFP).»

The Owner's fixed budget for the Cost of the Work, which includes hard construction costs and the Construction Manager's fees and costs only, is (see RFP).»

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

- .1 Design phase milestone dates, if any:
«To be determined, but in accordance with the Preliminary Project Milestone Schedule, attached hereto as Exhibit B.»
- .2 Construction commencement date:
«To be determined, but in accordance with the RFP attached as Exhibit B.»
- .3 Substantial Completion date or dates:
«To be determined, but in accordance with the RFP attached as Exhibit B. »
- .4 Other milestone dates:
«in accordance with the RFP attached as Exhibit B. »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Construction Manager-Constructor (or "at risk"), with trade contracts competitively bid in accordance with applicable laws. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«To be determined. »

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

«Mr. Alex Smart, Executive Director of Facilities and Operations »
Grand Rapids Public School District
1331 Martin Luther King Jr. Street SE
Grand Rapids, MI 49506

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

«State of Michigan, any others deemed advisable by the Owner's board of education, and any others required by law. »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
« To be determined »« »
- .2 Civil Engineer:
« To be determined »« »
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)
« To be determined »« »

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

« _____ »
« _____ »
« _____ »

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
«To be performed by Architect »« »
- .2 Mechanical Engineer:
«To be performed by Architect »« »
- .3 Electrical Engineer:
«To be performed by Architect»« »

§ 1.1.11.2 Consultants retained under Supplemental Services:
«Not applicable. »

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

§ 1.1.12.1 The Architect shall remain primarily responsible for the services performed by any hired consultants. Any agreement between the Architect and a hired consultant shall identify the Owner as an intended third party beneficiary.

§ 1.1.12.2 The Construction Manager's designated representative:

_____ »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may mutually agree in writing to adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation, as applicable.

§ 1.3 The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

§ 2.4 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, except upon the Owner's written consent and the full disclosure by the Architect of all relevant facts.

§ 2.5 The Architect shall maintain insurance until termination of this Agreement in the types and amounts set forth below, in any attached Certificate of Insurance, or as required by law, whichever is greater.

§ 2.5.1 Commercial General Liability with policy limits of not less than « One Million Dollars » (\$ «1,000,000») for each occurrence and «Two Million Dollars» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The Architect shall provide umbrella liability insurance with policy limits not less than Four Million Dollars (\$4,000,000) each occurrence.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000») each accident, «One Million Dollars» (\$ «1,000,000») each employee, and «Two Million Dollars» (\$ «2,000,000») policy limit.

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

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5, using the 2013 version of ISO forms CG 2010 07 04 or its equivalent, which is attached hereto as Exhibit C.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services include those described in this Agreement and include usual and customary structural, mechanical, plumbing, civil, electrical, interior design, and other necessary architectural and engineering services. The Architect shall provide the services of professional structural, mechanical, civil, electrical, and other necessary engineers qualified by training and experience in their respective fields, as needed, to address the requirements of the Project. Services identified or referenced in this Agreement shall be Basic Services unless expressly identified herein as Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services and those of its consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's

consultants, subject to the Architect's professional judgment, experience, and expertise. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's review and for the Owner's and Construction Manager's approval a written 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 and provision of information, 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 and with the parties' mutual written agreement, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall advise the Owner as to all building and special permits required for the Project and shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Architect shall verify that the Owner has paid applicable fees and assessments. The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist and advise the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including, but not limited to plan review required by MCL 380.1263, first responder consultation required by MCL 380.1264, construction code inspections required by MCL 388.851, et seq., and fire safety inspection required by MCL 388.851, et seq.. The Architect shall have the primary responsibility to complete the required documents and shall properly file them on behalf of the Owner.

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

§ 3.1.8 The Architect shall submit design documents to the Owner at intervals appropriate to the design process, not less than monthly, for purposes of evaluation and approval by the Owner.

§ 3.1.9 The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in Public Act No. 306 of 1937, MCL 388.851, et seq., and Public Act 299 of 1980, MCL 399.2011. Therefore, the Architect hereby agrees to perform the services that may be performed by an "architect" or "engineer" pursuant to those Acts, including, but not limited to, construction supervision and cost estimating, and acknowledges that nothing contained in this Agreement shall be construed to limit such services, duties or obligations.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review and confirm the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services and the Project.

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating

environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by Owner for aesthetic purposes only.

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

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

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

§ 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. The Architect will review, revise, and update such estimates as necessary. The Architect shall perform cost estimation services at least to the extent necessary to comply with MCL 339.2011, acknowledging that other provisions of this Agreement may require more detailed, extensive, or frequent cost estimates. The Architect shall advise the Owner if it appears that the Cost of the Work may exceed the Owner's fixed budget for the Cost of the Work, and/or that total Project costs may exceed the fixed Project budget, and shall make recommendations for corrective action.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details.

§ 3.2.8 The Architect shall not proceed to the Design Development Phase unless and until it has received the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Design Development Documents for the Owner's approval. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by Owner for aesthetic purposes only. 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, civil and electrical systems, and such other appropriate elements reasonably related to the Project. 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 review, revise, and update the estimate of the Cost of the Work prepared in accordance with Section 6.3 and MCL 339.2011.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details.

§ 3.3.4 The Architect shall not proceed to the Construction Documents Phase unless and until it has received the Owner's written approval.

§ 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 fixed budget for the Cost of the Work, the Architect shall prepare and provide Construction Documents for the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The 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 materials and systems, their quality levels, and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall require in the relevant bid documents and review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of 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. All such documents shall be developed to conform with the terms of this Agreement, including, but not limited to, dispute resolution provisions and shall comply with all public bidding, and contracting laws applicable to Michigan public school districts and this Project.

§ 3.4.3.1 Documents referenced in Section 3.4.3 shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement. The Architect shall ensure that bid specifications (and in any of the relevant document provisions) indicate that modified version(s) of the standard AIA Owner/Contractor Agreement and General Conditions of the Contract will be utilized. Any contract form shall be subject to the Owner's approval. The Architect shall request the form of Owner/Contractor Agreement and the form of the General Conditions of the Contract be either drafted by, or reviewed by, the Owner's legal counsel and, upon receipt, shall include such documents in the bid specifications, the project manual, and all final project documents.

§ 3.4.4 The Architect shall review, revise, and update the estimate for the Cost of the Work prepared in accordance with Section 6.3 and MCL 339.2011.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. Further, approval by the Owner shall not constitute approval of the means, methods, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

§3.4.6 The Architect shall keep the Owner informed of any known or reasonably suspected changes in requirements, general market conditions or in construction materials, systems or equipment as the Drawings and Specifications are developed.

§3.4.7 The Architect shall not proceed to the Procurement/Bidding Phase without the Owner's written approval.

§ 3.5 Procurement/Bidding Phase Services

§ 3.5.1 General

The Architect shall, in consultation with the Owner, establish 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 and shall render interpretations and the clarifications of the Drawings and Specifications in appropriate written form; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction, which contracts shall be either prepared or reviewed by the Owner's legal counsel as described in Section 3.4.3.1. The Architect shall conduct pre-award conferences with apparent low bidders, shall assist the Owner in evaluating bids, and shall make award recommendations to the Owner.

§ 3.5.1.2 All references to arbitration shall be replaced in each trade contract or subcontract with non-binding mediation, leaving the parties to resolve disputes through any legal and/or equitable means if non-binding mediation fails.

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

§ 3.5.1.4 The Architect shall consider, propose, develop and implement a reasonable plan to develop bidders' interest in the Project(s), acknowledging the critical nature of ensuring sufficient bid coverage to satisfy requirements regarding Project quality and the Owner's fixed budget for the Cost of the Work and fixed Project budget.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner (and, in the Owner's discretion, the Construction Manager) in bidding the Project by:

- .1 developing bidders' interest in the Project and establish bidding schedules
- .2 issuing bidding documents to bidders, preparing and publishing necessary bid notices and advertisements
- .3 procuring the reproduction of and facilitating the distribution of Bidding Documents to prospective bidders;
- .4 organizing and conducting a pre-bid conference for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner
- .7 reviewing the bidding procedure to ensure compliance with competitive bidding laws, including with respect to MCL 380.1267, MCL 380.1274, and MCL 380.1274a, as applicable, and the publication of bid advertisements;
- .8 ensuring all bid bonds, payment bonds, and performance bonds have been timely obtained; and
- .9 preparing bid analyses, conducting post-bid interviews with apparent low bidders, and making recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Architect shall not solicit negotiated proposals when doing so would be contrary to law or the Owner's policies. Upon request, the Owner shall provide the Architect with a copy of its competitive bidding policies.

§ 3.5.3.2 The Architect shall assist the Owner (and, in the Owner's discretion, the Construction Manager) in obtaining proposals by:

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

§ 3.5.3.3 If the Proposal Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall verify that competitive bidding thresholds established by applicable law are satisfied.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide on-site administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2017 General Conditions of the Contract for Construction, as amended (the modified document is sometimes referred to herein as the "General Conditions"). In the event there is any conflict between this Agreement and the General Conditions, the terms of this Agreement shall prevail. Otherwise, both documents shall govern.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the services described in this Agreement. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect, except as otherwise provided in this Agreement, be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of: (1) the date the Architect issues the final Certificate for Payment or (2) the end of the Contractors' relevant warranty periods (not less than one year beyond Substantial Completion of the Project).

§ 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 to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies, and to determine 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. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Nothing in this Section shall reduce or limit the Architect's duty to supervise construction as provided in Section 3.1.9.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. 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 the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations 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, the Architect shall endeavor to secure faithful performance by the Construction Manager and Contractors/Subcontractors, and shall not be liable for results of interpretations or decisions rendered in good faith and without negligence. The Architect's interpretations 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 the General Conditions, the Architect shall render initial written interpretations 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, the quality and quantity of the Work is in accordance with the Contract Documents, that the Work has been performed in a good and workmanlike manner, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing accompanying the relevant certification.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) reviewed construction means, methods, techniques, sequences or procedures, (2) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Nothing in this Section 3.6.3.2 shall be interpreted to reduce or eliminate the Architect's supervision duties, including as set forth in Section 3.1.9.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the limited purpose of checking for general accuracy, completeness and 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. Unless otherwise agreed, the Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review and approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, completeness, and accuracy of the services, certifications, and approvals performed or provided by such design professionals, but shall provide prompt written notice to the Owner if the Architect becomes aware of any material error, omission, or inconsistency in such services, certifications, or approvals, in light of the Architect's professional experience and expertise.

§ 3.6.4.4 The Architect shall timely 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 the requests for information. The Architect shall maintain a log of requests for information and the responses thereto.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare and take other appropriate action on Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 When the Architect considers the Construction Manager's Work substantially complete, the Architect shall, jointly with the Construction Manager, prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Architect shall then:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and, upon Substantial Completion, jointly with the Construction Manager, prepare a list of incomplete or unsatisfactory items and schedule their completion; the Architect shall then coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Architect shall evaluate the completion of the Work of the Construction Manager or Contractor/Subcontractor(s), make a determination when the Work is ready for final inspection, and conduct final inspections;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the Architect's reasonable knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid 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) certificates of insurance received by the Construction Manager and/or Contractor/Subcontractor(s), (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 The Architect shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Architect shall forward to the Owner a final Project Application for Payment and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.6.6.6 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.

§ 3.6.6.6 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and the Architect.

§ 3.6.6.7 As part of Basic Services, the Architect shall be prepared to serve, and shall serve when requested by the Owner, as a witness in connection with any public hearing, arbitration proceeding, legal proceeding or administrative law proceeding to which the Owner or the Architect is a party concerning the Project.

§ 3.6.6.8 To the extent required by law or as required by the Owner, the Architect shall require the Construction Manager to obtain and maintain a performance bond and payment bond in an amount covering the Construction Manager and all Contractor/Subcontractors in a form and with a surety acceptable to the Owner in connection with its obligations thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Architect shall deliver the required bonds to the Owner at least three (3) days before the commencement of any work at the Project site.

§ 3.6.6.9 The Architect shall assist the Owner in the planning and sequencing of construction activities in order to accommodate necessary Work during occupancy of the Project area in a manner acceptable to the Owner. The Architect acknowledges and agrees that the Owner needs and will be using the Project area or portions thereof for its educational purposes during construction. The Architect will perform its work and will coordinate and manage the work of the Contractors so as not to interfere with the Owner's use of the Project area for educational purposes, including but not limited to controlling and managing noise levels, safety, dirt, dust, debris, convenient access, etc.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Supplemental Services or Additional Services (including the Services listed below in this Article 4 and not identified as Basic Services), may be provided by the Architect, and compensated by the Owner, as a Supplemental or Additional Service only if: (a) the services are either recommended by the Architect or requested by the Owner, (b) the Owner authorizes the performance of same in writing prior to the Architect's provision of any such service, and (c) the Architect provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Supplemental or Additional Service in the absence of the foregoing. For properly authorized Supplemental or Additional Services, the Owner shall compensate the Architect as provided in Section 11.2 or 11.3, as applicable.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement. In those instances where the second column is left blank, it is intended that such service is not a Basic Service of the Architect.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect Basic Service
§ 4.1.1.3 Measured drawings of existing facilities	Architect Basic Service
§ 4.1.1.4 Existing facilities surveys	Architect Basic Service
§ 4.1.1.5 Site evaluation and planning	Architect Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect Basic Service
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect Basic Service
§ 4.1.1.9 Landscape design	Architect Basic Service
§ 4.1.1.10 Architectural interior design	Architect Basic Service
§ 4.1.1.11 Value analysis	Architect Basic Service
§ 4.1.1.12 Detailed cost estimating beyond that required by MCL 339.2011 and Section 6.3	See Section 12.6
§ 4.1.1.13 On-site project representation	Architect Basic Service as set forth in Section 3.6.1.2, MCL 339.2011, and MCL 388.851, et seq.
§ 4.1.1.14 Conformed documents for construction	Architect Basic Service
§ 4.1.1.15 As-designed record drawings	Architect Basic Service
§ 4.1.1.16 As-constructed record drawings	See Section 4.1.2
§ 4.1.1.17 Post-occupancy evaluation	Architect Basic Service
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect Basic Service
§ 4.1.1.21 Telecommunications/data design/technology	See Section 4.1.2
§ 4.1.1.22 Security evaluation and planning	See Section 4.1.2
§ 4.1.1.23 Commissioning	See Section 4.1.2
§ 4.1.1.24 Sustainable Project Services	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect Basic Service
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	See Section 4.1.2
§ 4.1.1.29 Other services provided by specialty Consultants	Architect Basic Service
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as requiring further clarification herein.

«Section 4.1.1.16: As a Basic Service, the Architect will collect the contractors' marked-up prints and deliver to the Owner in a reasonable condition and format.

Section 4.1.1.21: As a Basic Service, the Architect will provide services for infrastructure improvements related to telecommunications/data design/technology, and will also coordinate with the Owner and Owner-selected consultants and contractors performing telecommunications/data design/technology work.

Section 4.1.1.22: As a Basic Service, the Architect will provide services for infrastructure improvements and door hardware related to security, and will also coordinate with the Owner and Owner-selected consultants and contractors performing security work.

Section 4.1.1.23: As a Basic Service, the Architect shall comply with Rule 1098a of the Michigan Energy Code, as applicable, coordinate with the Owner's commissioning agent, and otherwise participate in basic system start-up and balancing information provided by the contractor.

Section 4.1.1.28: As a Basic Service, the Architect will work with the Owner to determine the appropriate room layout, sizing, and design based on the Owner's needs and desires related to furniture, furnishings, and equipment. The Owner will purchase furniture, furnishings, and equipment directly or through another consultant. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, in accordance with the first paragraph of Section 4.1, without invalidating the Agreement.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing, with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until all requirements of the first paragraph of Section 4.1 have been satisfied:

- .1 Subject to Sections 6.7 and 6.8, 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations after completion of drawings, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are unforeseeable and occur after the preparation of such Instruments of Service and are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care. (The Architect is expected to and shall provide its services in compliance with the most recent codes, laws, regulations, and interpretations.);
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner, acknowledging the Owner's status as a public body (subject to the Open Meetings Act, etc.), or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Not Used;
 - .7 Not Used;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or the Architect's services are at issue, which shall be Basic Services;
 - .9 Not Used;
 - .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.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall promptly comply with the first paragraph of Section 4.1 for the following Additional Services. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are required, the Owner shall give prompt written notice to the Architect. The Owner shall have no obligation to compensate the Architect for services not accepted in writing by the Owner.

- .1 Not Used
- .2 Not Used
- .3 Preparing Change Orders and Construction Change Directives approved by the Owner that exceed the scope of the Work and Project cost, that are initiated after bids have been accepted, and that require substantial preparation or revision of Instruments of Service; or
- .4 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom after bids have been awarded.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information as expressly and specifically requested by the Architect in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner has established the Owner's fixed budget for the Project in Section 1.1.3, including (1) the fixed budget for the Cost of the Work as defined in Section 1.1.3 and Section 6.1.2; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall periodically update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. The parties acknowledge the Owner's fixed budget for the Cost of the Work and the fixed Project budget have been established as a condition precedent to the enforceability of this Agreement.

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

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

§ 5.5 When required by the circumstances of the Project and upon the Architect's request, the Owner shall furnish services of geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will contract and pay for such services as applicable.

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

§ 5.7 NOT USED

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

contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service in accordance with Article 4, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Architect shall assist the Owner in selecting a service provider as a part of Basic Services. The Owner shall require that its consultants and contractors maintain professional liability insurance.

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall give the Owner prompt written notice of any fault or defect in the Contract Documents or the Architect's Instruments of Service and shall correct the same as part of the Architect's Basic Services. The Owner's failure to provide any notice described herein shall not serve as a waiver of or excuse of the Architect's performance or failure to perform pursuant to this Agreement. This Section does not impose a duty of observation or inspection on the Owner.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise materially affecting the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

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

ARTICLE 6 PROJECT BUDGET / COST OF THE WORK

§ 6.1.1 For purposes of this Agreement, the fixed Project budget shall include the total cost to the Owner to construct all elements of the Project and shall include, but is not limited to, contractors' general conditions costs, overhead and profit, compensation of the Construction Manager and the Construction Manager's consultants (if any), compensation of any other Owner-hired consultants for the Project (including, for example, an Owner's Representative), and compensation of the Architect and the Architect's consultants, including respective compensation for reimbursable expenses at the job site, if any.

§ 6.1.2 For purposes of this Agreement, the Cost of the Work shall include only hard construction costs for that work designed or specified by the Architect, as well as the Construction Manager's fees and costs. Without limiting the breadth of the preceding sentence, the Cost of the Work does not include the compensation of the Architect or its consultants; work for which the Architect is not providing services (e.g., unused contingency dollars, Owner-purchased equipment, other Owner-hired consultants); the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's fixed budget for the Cost of the Work and fixed Project budget are provided in the Initial Information. Evaluations of the Owner's fixed budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the school design and construction industry in Michigan. 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 fixed 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. See MCL 339.2011.

§ 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's fixed 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. The Architect shall provide such estimates at the Conceptual, Schematic, and Design Development Phases of design.

§ 6.4 NOT USED

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's fixed 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 reasonably cooperate with the Architect in making such adjustments. Further, if at any time the Architect's estimate of the Project budget (or actual Project costs plus the Architect's estimate of remaining Project costs) exceeds the Owner's fixed budget for the Project budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or fixed Project budget, and the Owner shall reasonably cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's fixed budget for the Cost of the Work is exceeded by the lowest bona fide bid(s) or negotiated proposal(s) and the Construction Manager's total fixed or estimated fees and costs, 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 fixed budget for the Cost of the Work. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the Architect's responsibility under this Article 6.

§ 6.8 In the event the lowest bid(s) or negotiated proposal(s), together with the Construction Manager's total fixed or estimated fees and costs, exceeds the fixed budget for the Cost of the Work, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation modify the Contract Documents and provide related bidding and other services as necessary to bring the cost of the Cost of the Work within the fixed budget for the Cost of the Work.

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 Except as otherwise stated herein, 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. The Owner shall be permitted to retain copies including reproducible copies of the Architect's drawings, specifications

and other documents for information and reference in connection with the Owner's use and occupancy of the Project, modifications, renovation, or additions to the Project, and to complete the Project in the event the Architect is not retained through completion.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable license to access, use, and reproduce the Architect's Instruments of Service, in whatever form then they exist and regardless of stage of their completion, for purposes of constructing, using, maintaining, altering, adding to the Project, and completing the Project if the Architect does not provide services through completion. On behalf of and for the benefit of the Owner, the Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The licenses granted or referenced under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors and design professionals, to reproduce applicable portions of the Instruments of Service, for use in performing services or construction for the Project. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses described herein. See also Section 7.5.

§ 7.4 Except for the licenses granted or referenced in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. Except as provided herein, 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.

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

§ 7.6 In addition to, and not in limitation of, the licenses otherwise granted or referenced in this Article 7, all construction plans, specifications, drawings and all other documents and like materials relating to the Project, including those in electronic form, prepared by the Architect and the Architect's consultants ("Instruments of Service") shall become the property of the Owner at the conclusion of the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, within the period specified by Michigan law. No claim by the Owner shall be barred as untimely if filed within six years of Substantial Completion of the Project. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 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.

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

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

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

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

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

§ 8.3 Reserved

§ 8.4 Standard of Care

§ 8.4.1 This Section 8.4 shall apply only to the extent permitted by law.

§ 8.4.2 Consistent with, and without invalidating, the Architect's standard of care set forth in Section 2.2 and Section 12.1, the Architect represents to the Owner that the Architect will produce documents that are complete, correct, within the Project schedule as set forth in the Initial Information, and when completed will be within the Owner's fixed budget for the Cost of the Work.

The Architect agrees that if, as a result of any errors, omissions, negligent acts, or legal liability for which the Architect has responsibility in whole or in part (Errors and Omissions), the Owner incurs an accumulation of excess costs over _____ percent (___%) of the Cost of the Work (established based on the most-recent estimated Cost of the Work, but in no even more than the fixed Cost of the Work set forth in Section 1.1.3) (the "Threshold Amount"), the Architect shall share the burden of excess costs over the Threshold Amount ("Owner's Excess Cost") in accordance with Section 8.4.3. The Threshold Amount is not to be used towards any deductible amount in a professional liability claim for which the Architect is otherwise liable, or for Architect attributed delays described in this Agreement, which shall remain the sole responsibility of the Architect.

§ 8.4.3 The Architect's responsibility for the Owner's Excess Cost shall be determined as follows:

- .1 The parties acknowledge and agree that Architect's responsibility for damages related to the Owner's Excess Costs are difficult to ascertain, and the parties further acknowledge that the Architect's responsibility for the Owner's Excess Costs set forth below is a fair and reasonable estimate of such damages. The Architect hereby expressly waives any argument that the Architect's responsibility described below is a penalty;
- .2 For Errors and Omissions discovered prior to the deadline(s) for bid submission related to the Error or Omission, the Architect shall pay twenty percent (20%) of the cost to correct the Error or Omission, as well as one hundred percent (100%) of any delay expenses related to the Error or Omission;
- .3 For Errors and Omissions discovered after the deadline(s) for bid submission but prior to installation of the affected work, the Architect shall pay twenty percent (20%) of the cost to correct the Error or Omission, as well as one hundred percent (100%) of any delay expenses related to the Error and Omission; and
- .4 For Errors and Omissions discovered after partial or complete installation of the affected work, the Architect shall pay one hundred percent (100%) of the cost to correct the Error or Omission (including, but not limited to, all applicable tear down and replacement cost), as well as one hundred percent (100%) of any delay expenses related to the Error and Omission.

§ 8.4.4 The Owner may deduct the Architect's share of the Owner's Excess Costs from any payments due the Architect, or, if remaining payments due the Architect are insufficient to cover such costs, the Architect shall immediately reimburse the Owner upon demand for its share of the Owner's Excess Costs. The Owner's right to deduct or receive such amounts is immediate and absolute, subject only to the Architect's right to dispute resolution

under Sections 8.1 and 8.2, above. The Owner may continue to deduct or retain such amounts pending final resolution of any such dispute resolution.

§ 8.4.5 The rights under this Section 8.4 are cumulative and not exclusive or in abrogation of any other rights or remedies that may be available to the Owner whether they provided under this or any other agreement, law, equity, or otherwise.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Unless the Owner's failure to make a timely payment in accordance with this Agreement is because the services or invoiced amounts are in reasonable dispute, such failure shall be considered substantial non-performance by the Owner 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 because the Owner fails to make an undisputed payment, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services because the Owner fails to make an undisputed payment, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be subject to negotiation.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be subject to negotiation.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services timely and properly performed prior to termination, as well as Reimbursable Expenses properly incurred and due.

§ 9.7 NOT USED

§ 9.8 NOT USED

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement continue and shall not be terminated or diminished in any manner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Michigan.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the General Conditions. In the event of any conflict between this Agreement and the General Conditions, this Agreement shall govern.

§ 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.

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

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

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

§ 10.7 The Architect shall have the right to lawfully include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project, unless the Owner terminates the Agreement for cause pursuant to Section 9.4. The Architect shall obtain the Owner's approval prior to disclosures of information for purposes of verifying that such disclosures contain no confidential information (including, for example, information protected by FERPA).

§ 10.8 If the Architect receives information of the Owner that is "confidential" or "business proprietary," the Architect shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

§ 10.10 The Architect agrees to retain records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

§ 10.11 Integration, Waiver and Severability

§ 10.11.1 This is the entire agreement between the Owner and Architect with respect to the matters covered herein and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing signed by both parties. Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

§ 10.11.2 A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

\$ _____), plus a Not-to-Exceed Reimbursable Expenses Allowance of
_____ Dollars (\$ _____). »

§ 11.2 For the Architect's Supplemental Services and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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

«As mutually agreed by the parties in writing prior to performance. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

«As mutually agreed by the parties in writing prior to performance. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants, shall be the amount invoiced to the Architect without mark-up.

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Two and One Half	percent (2.50	%)
Construction Phase	Twenty	percent (20	%)
Project Completion	Two and One-Half	percent (2.50	%)
Total Basic Compensation	One Hundred	percent (100	%)

§ 11.6 NOT USED

§ 11.6.1 NOT USED

§ 11.7 The hourly billing rates for Supplemental or Additional Services of the Architect and the Architect's consultants are set forth below.

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

«As set forth in Exhibit D, Architect's Hourly Rates. »

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation in connection with authorized out-of-town travel and subsistence, excluding travel to and from the project site(s);
- .2 Not used;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents, except that reproductions of Instruments of Service will be part of the Architect's basic fee when for office use by the Architect and the Architect's consultants;
- .5 Postage, handling, and delivery;
- .6 Not used; and
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project.

§ 11.8.2 For Reimbursable Expenses directly related to the Project, the compensation shall be the expenses incurred by the Architect and the Architect's consultants at cost and without markup.

§ 11.9 **Architect's Insurance.** The types and limits of coverage required in Section 2.5 are not in addition to the types and limits the Architect normally maintains, unless the Architect so indicates below and the Owner agrees in writing. If applicable, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«Insurance required of Architect is greater than normally maintained: _____ Yes _____ No
If "Yes" is marked, the Owner acknowledges the additional cost: _____ Yes _____ No»

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Undisputed payments for services shall be made monthly in proportion to services performed.

Undisputed payments are due within 30 days of the Owner's receipt of the Architect's invoice. Undisputed amounts unpaid « thirty » (« 30 ») days after the due date shall bear interest at the rate entered below.

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

« Five (5) » % « per annum, per MCL 483.31. »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or is otherwise responsible.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

«§ 12.1 The Architect shall perform its responsibilities and services in a manner consistent with the professional standards of the Architectural profession in the State of Michigan for an architect familiar with school construction. Without limiting the breadth of the foregoing, the Architect shall comply with all applicable federal, state, and local laws, rules, regulations and policies/procedures. See Section 2.2.

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

§ 12.3 The Architect shall immediately notify the Owner, in writing, of the presence of any hazardous materials or toxic substances in connection with this Project of which the Architect is aware. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances. However, the Architect shall have no independent duty or responsibility for making such discoveries.

§ 12.4 The Architect agrees that it will be the Architect responsible for the construction described in this Agreement and shall not specify as a building material in any Construction Document for the Project any material which the Architect knew or reasonably should have known was an asbestos containing building material (ACBM), as defined in Section 763.83 of 40 CFR Part 763, as amended. Upon the issuance of the final certificate for payment, the Architect shall furnish the Owner a signed statement (dated current) that, to the best of the Architect's knowledge, no asbestos containing building material was used as a building material in the Project. The Architect shall include

in specifications that no ACBM shall be used in the construction of the school building and that each Contractor shall certify to the Owner and the Architect that none was used in the construction. The Architect shall cooperate with the Owner in obtaining all Contractor certifications.

§ 12.5 The Architect shall provide the Owner the necessary bidding information and shall assist the Owner in the preparation of the General Conditions of the contract and the Form of Agreement Between Owner and Construction Manager (and, if requested, agreements related to work of Contractors/Subcontractors), which documents shall be subject to Owner approval. The referenced documents shall consist of modified AIA contract forms prepared or reviewed by the Owner's legal counsel, which the Architect shall include in the necessary bidding information and in the project manual. The Architect shall include in bid specifications and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) will be utilized. See also Section 3.4.3.1.

§ 12.6 It is acknowledged that the Architect will work with the Construction Manager in providing, reviewing, and confirming cost estimates related to the Project. However, nothing herein shall be deemed to eliminate or reduce the Architect's obligation to comply with MCL 339.2011 related to cost estimates, which shall remain the Architect's responsibility.

§ 12.7 The Owner reserves the right in its discretion to require consolidation or joinder of mediation or litigation arising out of or relating to this Agreement with another mediation or litigation involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense, or effort.

§ 12.8 In the event of mediation arising out of or relating to this Agreement, the Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located. In the event litigation arising out of or relating to this Agreement is related to litigation that is subject to the required jurisdiction/venue of another court, the Owner reserves the right determine the applicable court in its sole discretion.

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

§ 12.10 The Architect, without additional cost to the Owner, shall maintain in force professional liability insurance providing coverage for the Architect for any negligent act in the Architect's rendering of or failure to render professional services and protecting the Owner from damages arising from results of such errors and omissions. Any "claims made" insurance shall be maintained in force during the life of the Project and for a period of no less than seven (7) years following the date of substantial completion. Any "occurrence based" insurance shall be maintained in force during the life of the Project and for a period of no less than twelve (12) months after the date of substantial completion. The Architect shall notify the Owner thirty (30) days in advance if this coverage becomes unavailable or if the coverage amount is substantially changed. The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage of the Architect, which certificates shall be attached to this Agreement. The Owner shall be listed as "additional insured" on all coverages to the extent reasonably permitted by the carrier. See attached Certificate of Insurance.

§ 12.11 The Owner reserves the right to approve the identity of the Architect's Project's representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall provide the services of _____ and all other individuals required for the Project and shall not replace any such individual until the completion of all services related to the Project, unless that person is discharged, dies, is disabled, is promoted to take on a substantially different responsibility, or is removed pursuant to the Owner's request for a personnel change. In the event that any individual identified above is discharged, dies, is disabled, or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel

change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement by the Owner.

§ 12.12 As a part of Basic Services, the Architect shall provide assistance for at least two (2) years beyond the date of substantial completion if there are actual performance and/or function issues related to the Project.

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

§ 12.14 Production of original drawings and specifications, as well as all construction bulletin drawings and specifications in a CAD and a PDF form acceptable to the Owner shall be a part of Basic Services. Additionally, the Architect shall assemble and deliver all field drawings used for the Project as a part of Basic Services. All drawings and specifications of any medium, shall be available to the Owner at any time upon request, regardless of the stage of completion.

§ 12.15 Services deleted from Article 4 and its subparts shall be deemed to be a part of Basic Services.

§ 12.16 As part of Basic Services, the Architect shall conduct a post-occupancy inspection of the Project at six (6) months and eleven (11) months following the Date of Substantial Completion, and, if different, thirty (30) days before the expiration of applicable warranties. The inspection shall include architectural, plumbing, mechanical, electrical, civil and structural review of the Project, to determine whether the Project components are performing as specified. The Architect's post-occupancy evaluations shall be in accordance with its professional standard of care.

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

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as modified.
- .2 Not Used
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 [« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
 « »
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)
 «AIA Document A201-2017 General Conditions of the Contract for Construction, as modified Project Manual
 Exhibit A – Design Phase Deliverables
 Exhibit B – Preliminary Project Milestone Schedule
 Exhibit C – ISO forms CG 2010 07 04
 Exhibit D – Architect’s Hourly Rates
 Exhibit E – Architect’s Certificate(s) of Insurance »

Except as otherwise set forth in this Agreement, in the event of any inconsistency or ambiguity within, between, or among one or more of the Contract Documents, the term(s) most beneficial to the Owner, as determined in the Owner’s sole discretion, shall govern.

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

GRAND RAPIDS PUBLIC SCHOOL DISTRICT,

OWNER *(Signature)*

«Alex Smart, »«
 Executive Director of Facilities and Operations »
(Printed name and title)

ARCHITECT *(Signature)*

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

Modified: 05/01/20; 11:03AM