

Town of Dover, MA



REQUEST FOR QUALIFICATIONS  
&  
CONTRACT AGREEMENT  
FOR  
DESIGNER SERVICES  
COMMUNITY CENTER PROJECT

# **Town of Dover Community Center Project**

## *Request for Qualifications for Designer Services*

**RFQ Issue Date: Wednesday, June 10, 2020**

**Qualifications Due Date: Wednesday, July 8, 2020**

### **I. Project Overview**

#### **A. Introduction**

The Town of Dover is soliciting qualification packages for professional designer services, per M.G.L. 7c, §§ 44-57, for the feasibility and schematic design of a renovated or new ‘Dover Caryl Community Center’ located at 4 Springdale Avenue, Dover, MA 02030. The estimated total project budget is approximately \$13,000,000. It is anticipated that funding for the balance of the design, bidding, construction, and closeout phases will be requested at Town Meeting in May 2021.

Copies of the RFQ will be available by email request to Phil Palumbo, Project Manager, [phil.palumbo@colliers.com](mailto:phil.palumbo@colliers.com).

The Town reserves the right to reject any and all responses, to waive informalities and to award in the best interest of the Town. All questions regarding this RFQ should be directed to Phil Palumbo, Project Manager at [phil.palumbo@colliers.com](mailto:phil.palumbo@colliers.com)

#### **B. Background**

The current building is used as the Town’s community center under the direction and custody of the Board of Selectmen. The building is 39,806 sq. ft and occupies a 3-acre lot. Until 2002 the building was used as an elementary school. Since then, the building houses non-profit and commercial enterprises that have a community focus, as well as office space for the Town’s Parks & Recreation Department and the Council on Aging.

Various Selectmen appointed study committees have investigated renovating or rebuilding options to accommodate more efficient uses of the building over the last 20 years, but none have resulted in any action other than continuing maintenance, some internal room use changes, and capital upgrades.

At the conclusion of the 2018 Annual Town Meeting, the most recent Community Center Study Committee was formed. The Committee was charged with assessing space utilization

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options and highlighting these options at the Special Town Meeting in October 2019. The Committee surveyed 15 neighboring communities and identified three whose average size (approximately 18,000 sq. ft) would likely meet the Town's requirements for a new or renovated building.

All previous reports, studies and, recommendations may be found at the following websites:  
<http://www.doverma.org/452/Community-Center-Building-Committee>  
<http://www.doverma.org/291/Caryl-Community-Center-Project-Committee>

**C. Project Objectives**

1. Design a Community Center building and site that is within the Town's fixed budget.
2. The Dover Community Center should be a well-designed and aesthetically pleasing Community Center that meets the present service needs of the community and those of the next 20 years.
3. Design a Community Center building and site that is architecturally harmonious with the local architecture and will be described as architecturally charming and graceful, vibrant, appealing, and appropriate for Dover.
4. Design a Community Center building and site that inspires community pride and stimulates involvement on a continuing basis.
5. Design a Community Center building and site that complies with all the Town bylaws and Town masterplan goals.
6. Design an energy efficient, environmentally friendly building with sustainable energy systems with an ease to operate.
7. Provides full A.D.A. and accessibility access.
8. Creates a warm, safe, secure, and welcoming atmosphere where residents and staff are encouraged to meet, network and work in an open and accessible space.
9. Provides efficiency and ease of workflow for the staff.

**D. Project Schedule**

See the attached Milestone Schedule (Exhibit A).

**E. Project Cost Estimate**

See the attached A/E Control Budget (Exhibit B).

**F. Pre-Submission Informal, Non-Mandatory Walkthrough**

Interested design firms may meet with the designated Council on Aging volunteer to be escorted through the existing building at 4 Springdale Avenue, Dover, MA on Monday June 15, 2020 at 10:00am. Proposers are to check in at the front door at time of arrival. There will be no questions and answers session at this walkthrough; it's strictly for observational purposes only.

**G. Deadline to Submit Questions**

Questions or clarifications regarding the RFQ shall be submitted in writing by 1:00 PM, Friday, June 19, 2020.

Submit questions to:

Phil Palumbo, MCPPO, Project Manager, Colliers International  
[phil.palumbo@colliers.com](mailto:phil.palumbo@colliers.com)

## II. Scope of Design Services

As previously mentioned, this RFQ is for the feasibility study and schematic design phases of a RENOVATED or NEW 'Dover Caryl Community Center'. As such the Designer will be expected to produce multiple alternatives for both scopes, renovate or new, during the feasibility study phase with input from the Dover community. The intent is that one chosen scheme for both scopes, renovate and new, will be what is advanced into the schematic design phase and ultimately presented to the Dover community at the Dover Spring Town Meeting of 2021 for project approval to move forward with one of the scopes into the remainder of design, bidding, construction and project closeout.

The Designer should assume the project team, Dover Community Center Building Committee and Owner's Project Manager, are going to expect to meet with the Designer on a bi-weekly basis. If at any given time it makes more sense to make the spacing of Building Committee meetings monthly, that will be determined by the project team.

See the attached Contract for Designer Services (Exhibit D) and AIA Document B201-2017 (Exhibit C) for an understanding of the Scope of Designer Services. Dover intends on using Exhibit C as an exhibit to the Owner-Designer contract with any potential minor edits thereto.

In addition, the **Feasibility Study** shall include:

### **Programming**

The Designer, with their consultant(s), will confirm all program requirements for the Town of Dover's Caryl Community Center. This will include an analysis of the existing program relative to right-sized standards as well as future program requirements. The Designer will provide a narrative that justifies program needs as well as a preliminary tabular program expressed in net square feet with net to gross ratios and gross square feet requirements, and typical room layouts and adjacency diagrams indicating key relationships and technical requirements. The program will be reviewed and endorsed by the Dover Community Center Building Committee and Dover Selectboard before proceeding to the development of alternatives. The Designer will:

- Schedule and facilitate a tour (s)/site visit(s) of comparable facilities to assist the Town of Dover in the planning process;
- Analyze the Town's current and future needs relative to their programmatic evolution, best practices for modern community centers, applicable regulations, future trends and goals for consolidation;
- Interview Caryl Community Center staff/occupants and other applicable representatives to gain a thorough understanding of their mission, programs, staffing, functional and technical requirements and any other relevant planning-design considerations;
- Provide a narrative which documents and presents a justification for all programmatic needs and requirements;
- Develop detailed tabular space program broken down by individual functional area and sub-area and identifying all net useable square footage, and all gross space requirements. Confirm program is detailed enough to ensure its accommodation in the existing building(s). Evaluate the program with respect to industry standards and norms as well as the established budget;
- Provide typical room layouts and spatial adjacency diagrams indicating key relationships, and technical requirements;
- Outline building systems requirements.

**Existing Building and Site Analysis**

- Have architectural and engineering teams perform a visual survey, supplemented by destructive testing, if necessary, to confirm building dimensions, conditions and to support accurate conceptual pricing;
- Interview Caryl Community Center staff, occupants, Dover facilities staff and local code officials for input on condition, use and operation of building.
- Provide a thorough survey and analysis of hazmat conditions include scope, methods and cost for remediation as required to do this project;
- Provide a complete code analysis including a comprehensive Chapter 34 analysis. Identify necessary permits, reviews and interactions with regulatory agencies and factor into detailed timeline for project delivery. Detail all relevant deficiencies or concerns and propose approaches for resolution to be incorporated in the alternatives developed in the Feasibility Study and Schematic Design.

**Development and Evaluation of Alternatives**

This phase of the study will focus on developing and analyzing a minimum of three to five meaningful alternatives for this project **as a renovation and as a building razing and ground-up new construction**. These scenarios will define and prioritize the deficiencies in the building and site and identify the best and most cost-effective approach to address them and achieve the goals of this study. The below steps will be required for each alternative:

Program

- Create and analyze three to five meaningful alternatives for implementing the recommended program;
- Provide blocking and stacking diagrams and illustrate internal adjacencies and collaboration opportunities for each;
- Indicate any site issues. Include circulation diagrams and indicate accessible paths of travel;
- Provide a final design program and space summary for each alternative.

Scope – Site and Buildings

- Advance the three to five renovation and ground-up alternatives through site and building floor plans and exterior elevations;
- Drawings are to be clear so that the it's easily understood how the design alternatives address the different program challenges and considerations
- Present a matrix that illustrates a pros and cons analysis of the alternatives in regards to the project objectives and design criteria developed through the programming and existing building and site studies.

Cost

- Provide a construction cost estimate for each alternative.

In addition to the information within the Contract for Designer Services and the AIA Document B201-2017, the Schematic Design shall include, but not be limited to, a site survey, existing conditions plan, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, NE -CHPS and/or LEED-S scorecard, outline specifications, cost estimates, project schedule and proposed construction cost estimates. The required scope of services is

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set forth in the Town's standard Contract for Designer Services (Contract), a copy of which is attached hereto and incorporated herein by reference. The Town may, at its sole election and discretion, continue consultants' services through Design and Construction Administration by an execution of an amendment to the Agreement, or may solicit such Architectural & Engineering Services through another RFQ. Unless specifically excluded, the Designer's Basic Services consist of the tasks described in the Contract for Designer Services as amended and this RFQ including all investigative work (to the extent provided for in the Contract), feasibility study, schematic design, and, at the Owner's option, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Town as being necessary to meet the project's stated scope and goals.

**This RFQ will be appended to and become part of the Contract for Designer Services.** Any Designer selected as a result of this RFQ will be required to execute the Contract for Designer Services and applicable amendments that are attached hereto.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, site survey, geotechnical, hazardous material verification and design, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants, any specialty consultants for sustainable design, kitchen consultants, code consultants, accessibility, energy evaluations, detailed cost estimates and any other specialty services incidental and required to fulfill the project goals; preparation of construction documents; bidding and administering the Construction Contract Documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to the Contract and amendments for a complete summary of Basic Services.

Extra and reimbursable expenses are defined in Articles 8 and 9 of the Contract in Exhibit D.

**A. Minimum Qualifications**

All applicants must meet the following list of minimum qualifications to be considered for the project. The applicant is responsible to present their qualifications in a clear and concise manner. The minimum qualifications are as follows:

1. Massachusetts registered architect with a minimum of five (5) years of relevant experience in the design and construction administration of public construction projects. Massachusetts registration and licensing in all other applicable disciplines.
2. The applicant should have Community Center design experience with a minimum of one Community Center project designed in the last five years, preferably located in eastern MA.
3. A thorough knowledge of the Massachusetts State Building Code, Massachusetts Architectural Access Board, the Americans With Disabilities Act, and all other local, state and federal codes that would apply to this project.
4. A thorough knowledge of all public bid laws, including to but not limited to M.G.L. Chapter 149, Section 44A-1/2.
5. Prior experience in design and construction of projects of similar size, cost and complexity.
6. Financial and operational ability to perform the design and construction administration services on this project.

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7. Experience relating to “green” building design and construction.
8. Submission of a completed Certificate of Non-Collusion.
9. Submission of a completed Certificate of Tax Compliance.
10. Submission of a completed Certificate of Corporate Authority.
11. Submission of a completed Conflict of Interest Statement.
12. The selected entity shall be required to carry at their expense professional malpractice and/or errors and omissions insurance with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, with a deductible of no more than \$25,000.00 per claim. The selected entity shall also carry general liability and workmen’s compensation policies listing the Town as additionally insured in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage liability. The selected entity shall also carry auto / motor vehicle insurance listing the Town as additionally insured in the amount of \$1,000,000 combined single limit. The selected entity shall also carry umbrella insurance listing the Town as additionally insured in the amount of \$5,000,000.

The DESIGNER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

**B. Owner/Architect Agreement**

The standard contract, attached, will serve as the basis of agreement between the Town of Dover and the Awarded Architect.

This RFQ will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFQ will be required to execute the Contract for Designer Services. Designers submitting an application in response to this RFQ must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract’s terms and conditions.

**III. Design Team Selection Process**

**A. Review Process**

The Town of Dover plans to select a design firm for the Dover Community Center Project through a “Quality Based Selection Process” utilizing a combination of written proposal evaluation and interview process in accordance with M.G.L.c.7 §§38A1/2-O as amended. The Building Committee will evaluate the written proposals and rank the firms in order of qualifications. The Committee will take into account all available information, including but not limited to: the scope of work; project specific criteria; reference information; project specific information; performance of applicants on previous public and private work; and the information contained in the firm’s application. The Committee will then invite the top finalists for a presentation and interview before the Committee.

**B. Evaluation Criteria of Written Proposals**

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The following criteria, listed in random order, are likely to be considered in evaluating firms to be interviewed based upon written proposal submissions:

1. Compliance with the submission requirements.
2. Quality of proposal, project approach and organization.
3. Experience of firm in design of municipal projects of similar size and complexity to this project and assigned personnel.
4. Experience in maintaining and managing VDC (Virtual Design & Construction) project using BIM (Building Information Modeling) and Lean Design & Construction tools and techniques.
5. Ability to begin immediately after Notice to Proceed and complete work within the given time frame as outlined on the attached schedule.
6. Success of completed projects, including adherence to schedule and budget.
7. Satisfaction of former or present municipal clients.
8. Creativity, appeal and timelessness of designs of past projects.
9. Experience and reputations of proposed consultants and assigned individuals, specifically with regard to the MEP/FP and Structural Engineering team members with similar buildings.
10. Financial stability of the firm.
11. Familiarity and understanding of procedures and regulations with projects of similar size, complexity and schedule.
12. Ideas put forth that demonstrate sensitivity and knowledge of the site and building design issues of this project.

**C. Presentation and Interview**

The Building Committee may elect to interview firms that submit proposals and receive high reviews from the written proposal process. Key members of the proposed design teams are expected to participate in the interview/presentation including the Principal-in-Charge, Project Architect, Civil Engineer, Mechanical Designer(s), and/or other individuals proposed to play key roles in the planning and design of the project and that will likely be interfacing with the Town's Building Committee for the duration of the Project. The Committee will send their recommendations to the Town Selectman's Office as to the ranking of design consultants.

**D. Interviews/Presentation Evaluation Considerations**

The following criteria, not listed in priority order, are likely to be considered in evaluating and selecting the design team after presentation interviews:

1. Identification of the challenges and issues likely to be encountered on this project and demonstration of creativity in solving them.
2. Project ideas that demonstrate building and site design options or initial thoughts on how the design team could envision dealing with the issues of this project.
3. Knowledge of this building type by design team members.
4. Sensitivity to Town of Dover, plan, culture, geography and ability to deliver a project within the "downtown" redevelopment area.
5. Clarity and method of presentation.
6. Comments on budget, cost control, and construction to execute the project.
7. Cohesion and clarity of role of design team members including consultants.
8. Site knowledge, creativity and sensitivity.
9. Personal chemistry and energy of design team members.

**E. Designer Selection & Negotiation**

Following interviews, the finalists shall be ranked in order of qualification and a rationale for selection and ranking shall be recorded for the record. The Town then anticipates negotiating an acceptable, lump sum, not-to-exceed fee per Fee Proposal requirements noted below.

**IV. Instructions for Submission of Designer Services Qualifications**

**F. Submission Logistics**

All qualification packages must be submitted via email to Phil Palumbo at [phil.palumbo@colliers.com](mailto:phil.palumbo@colliers.com) no later than 10:00am July 8, 2020. The subject of the email should read “*Firm’s Name’s* Qualification Package for the Dover Community Center Project Designer RFQ”.

Submissions received late or submissions received at other than the designated location will be returned to the submitter unopened.

**G. Contents of Qualification Packages**

Care should be taken by the proposing firms to present a succinct but informative proposal. The following is a list of minimum information to be included in the proposals to be submitted:

1. **Description of Firm:** Name, address, phone number, fax number and email address. History and description of the firm, including number of personnel in each discipline and a description of in-house services.
2. **Certificate of Legal Existence:** Including name and addresses of persons controlling the legal entity.
3. **Financial Stability:** statement concerning the financial stability of the applicant.
4. **Organization:** Proposed project organization, including resumes of key personnel proposed for this project, and an organization chart delineating internal relationships and external consultant responsibilities. Resumes shall indicate years of experience and length of employment.
5. **Consultants:** List any and all consultants, including their disciplines, which the firm plans to utilize on this project. A description of each consultant’s firm must be supplied. Consultants are to be included as part of basic services.
6. **Project Specific Thoughts and Ideas:** Provide any materials that will demonstrate your design team’s sensitivity, creativity, and insight into the issues related to the project.
7. **Project Approach:** A management plan and detailed task schedule outlining the firm’s intended approach to this project and plan for working with the Owner to ensure a successful project should be presented.
8. **Massachusetts Project Experience:** A list of all public projects in Massachusetts’s for which the applicant has entered into contract for architectural services within the past 5 years.
9. **Similar Project Experience:** Description of similar Community Center experience. Include the following reference information at a minimum:
  - Name of Project
  - Owner / Owner’s Representative, telephone number and email address

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- Dollar value of the project
- Design schedule
- Completion date
- Principal-in-Charge and Project Architect

10. **Current Workload:**

- Name of projects
- Owner / Owner's Representative, telephone number and email address
- Dollar value of the project
- Design schedule
- Completion date
- Principal and Project Architect in charge

11. **Standard Designer Application Form:**

In accordance with M.G.L.c.7 §38K(b) proposals from designers must include the form "Standard Designer Application Form for Municipalities and Public Agencies Not with DSB Jurisdiction". The form is Exhibit I of this RFQ and can be downloaded from the Massachusetts Designer Selection Board web site at:

<https://www.mass.gov/service-details/designer-selection-procedures-for-municipalities-and-public-agencies>

12. **Certificates:** Submission of the following Certificates:

- Certificate of Tax Compliance (Exhibit E)
- Certificate of Non-Collusion (Exhibit F)
- Certificate of Corporate Authority (Exhibit G)
- Conflict of Interest Statement (Exhibit H)
- DSB Designer Application Form (Exhibit I)

13. **Insurance:** Statement that the applicant and any consultants presently have, or can obtain, the insurance requirement listed under Minimum Qualifications.

14. **Litigation:** List any and all lawsuits you have been a party to in the last five years, and the position your firm has taken.

15. **Owner Architect Agreement:** List any and all exceptions to the draft copy of the contract as included with this RFQ. Any exceptions not noted at the time of proposal submission will not be considered, and exceptions taken at a later date may be grounds for disqualification of the applicant.

16. **Addenda:** Applicants must acknowledge the receipt of any addenda issued by the Town of Dover. Failure to acknowledge any addenda will result in disqualification of the applicant. It is the applicant's responsibility to ensure receipt of any addenda.

The Town of Dover reserves the right to reject any and all proposals, waive formalities, and to award contracts as may be in the best interest of the Town.

## **H. Fee Proposals – Fee for Service**

1. The Town will contact the top-ranked firm to request a "not to exceed" lump sum fee proposal. The fee shall include all expenses, including but not limited to, travel, meeting attendance, preparation and production of reports, phone calls, and faxes. If an acceptable

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fee cannot be negotiated with the top-ranked firm, the Town will negotiate with the second ranked firm and so on.

2. The fee must be based on the contractual terms indicated within this RFQ and the attached exhibits.

3. Proposed Fee to be broken out in two parts; first part to include Feasibility and Schematic Design Phases, and shall not exceed \$250,000; second part to include the balance of the design phases, bidding & negotiation phase, construction phase, and closeout phase.

4. Also include hourly billing rates to be used if invoicing optional additional services. Rates for each of the job classifications listed below and any other appropriate classifications are to be provided. Secretarial services should be included within these hourly billing rates.

- Principal
- Project Architect
- Project Manager
- Draftsman

Billing rates for consultants shall be comparable to those listed above.

**I. Proposed Designer Selection Process Timeline**

The anticipated schedule for the process is as follows:

	<u>Completion Date</u>
1. Advertise Request for Qualifications	June 10, 2020
2. Pre-Submission Informal, Non-Mandatory Walkthrough 10:00am	June 15, 2020
3. Designer RFI Deadline	June 19, 2020
3. <b>Proposal response to RFQ due</b>	<b>July 8, 2020</b>
4. Select designer	July 22, 2020
6. Negotiation of fee, anticipated week of	July 23, 2020
7. Notice to Proceed, anticipated week of	July 23, 2020
8. Expected Designer Kickoff Meeting 6:30pm	July 27, 2020

**J. Questions:**

1. Questions regarding this Request for Qualifications, Town procedures or formal questions about the project should be made no later than Friday June 19, 2020 via email and directed to:

Phil Palumbo, Project Manager  
Colliers International  
67 Hunt Street, Suite 119  
Agawam, MA 01001  
[phil.palumbo@colliers.com](mailto:phil.palumbo@colliers.com)  
413-592-0030 ext. 143

2. Questions regarding the specifics of the Community Center Project should be directed to:

Phil Palumbo, Project Manager  
Colliers International  
67 Hunt Street, Suite 119  
Agawam, MA 01001

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[phil.palumbo@colliers.com](mailto:phil.palumbo@colliers.com)

413-592-0030 ext. 143

Attachments:

Exhibit A – Feasibility Study and Schematic Design Phases Milestone Schedule

Exhibit B – A/E Control Budget

Exhibit C – AIA Document B201-2017

Exhibit D – Contract for Designer Services

Exhibit E – Certificate of Tax Compliance

Exhibit F – Certificate of Non-Collusion

Exhibit G – Certificate of Corporate Authority

Exhibit H – Conflict of Interest Statement

Exhibit I – DSB Designer Application Form

# MILESTONE SCHEDULE



**Town of Dover**  
**Community Center Project**  
**8-Jun-20**

- Owner Meeting
- ◆ Major Milestone

I. Feasibility Phase			Duration (work days)	January 2020 thru December 7, 2020	
1	OPM Selection			January 1, 2020	thru May 5, 2020
2	Establish Designer Selection Sub-Committee (If Desired)	○		11-May-20	
3	Prepare Draft Request for Qualifications (RFQ)		8 Days	11-May-20	thru 20-May-20
4	Submit Draft RFQ for Committee Review			20-May-20	
5	Total Project Budget Development		8 Days	11-May-20	thru 20-May-20
6	Submit Total Project Budget For Committee Review			20-May-20	
7	Approve Total Project Budget			26-May-20	
8	Approve Draft RFQ	○		26-May-20	
9	Submit Advertisement to Central Register & Local Newspaper			1-Jun-20	
10	Central Register & Local Newspaper Advertisement			10-Jun-20	
11	Facility Tour		18 Days	15-Jun-20	
12	Proposals Due	◆		8-Jul-20	
13	Colliers Distributes, Reviews Qualifications & Checks References		5 Days	8-Jul-20	thru 13-Jul-20
14	Designer Qualifications Review & Shortlisting with Committee	○		13-Jul-20	
15	Building Committee Meeting to Interview, Rank & Select Firm	○		22-Jul-20	
16	Negotiate & Prepare Contract with Selected Firm		4 Days	23-Jul-20	thru 27-Jul-20
17	Award of Contract	◆		27-Jul-20	
18	Designer Kickoff Meeting	○		27-Jul-20	
19	Existing Conditions Investigation		19 Days	28-Jul-20	thru 21-Aug-20
20	Preliminary Program		19 Days	28-Jul-20	thru 21-Aug-20
21	Submit Preliminary Program DRAFT for Committee Review			17-Aug-20	
22	Approve Preliminary Program	○		24-Aug-20	
23	Development of Alternatives		50 Days	24-Aug-20	thru 30-Oct-20
24	Estimate Alternatives		10 Days	2-Nov-20	thru 13-Nov-20
25	Submit Alternatives for Committee Evaluation	◆		16-Nov-20	
26	Review Alternatives with Committee	○		23-Nov-20	
27	Public Presentation(s)				TBD
28	Recommendation of Preferred Solutions (Additional BC Meeting)	○		7-Dec-20	
29	Final Program for Preferred Solutions		10 Days	7-Dec-20	18-Dec-20
30	Submit Final Programs for Preferred Solutions for Committee Review			18-Dec-20	
31	Feasibility Phase Approval	○		28-Dec-20	
<b>II. Schematic Design Phase</b>				<b>January 4, 2021 thru May 3, 2021</b>	
1	Schematic Design of Preferred Solutions		57 Days	4-Jan-21	thru 24-Mar-21
2	SD Sets to Estimators	◆		24-Mar-21	
3	SD Design Review		10 Days	24-Mar-21	thru 7-Apr-21
4	SD Estimate		10 Days	24-Mar-21	thru 7-Apr-21
5	SD Estimate Reconciliation	◆		9-Apr-21	
6	SD Value Management		5 Days	9-Apr-21	thru 16-Apr-21
7	Submit SD Packages for Committee Review	○		19-Apr-21	
8	Public Presentation(s)	◆			TBD
9	Schematic Design Approval	○		26-Apr-21	
10	Town Meeting	◆		3-May-21	

## EXHIBIT B

### Town of Dover New Community Center

Project Control Budget  
26MAY20

	Design Budget
	5/26/2020
<b>New Building Construction GSF</b>	<b>18,000</b>
<b>Renovations GSF</b>	-
<i>Total Building Construction GSF</i>	18,000
<b>New Building Construction \$/GSF</b>	<b>\$ 390.00</b>
<b>Renovations \$/GSF</b>	-
<i>Total Building Construction \$/GSF</i>	\$ 390.00
<i>Total Construction \$/GSF</i>	\$ 530.87
<hr/>	
<b>I. Building Construction ( to 5' beyond perimeter )</b>	
<b>A. New Building Construction</b>	<b>7,020.0</b>
<b>B. Existing Building Renovations</b>	
<b>Total Building Construction</b>	<b>7,020.0</b>
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<b>II. Related Construction</b>	
<b>A. Sitework (beyond 5' of building )</b>	930.0
1 Site Prep.	Incl Above
2 Drives, Paths & Plazas	Incl Above
3 Parking	Incl Above
4 Site Improvements	Incl Above
5 Landscape & Planting	Incl Above
6 Building Demolition	Incl Above
7 Athletic Fields	NIC
8 Wetlands Mitigation	NIC
<b>B. Site Utility Systems (beyond 5' of building)</b>	545.0
1 Water & Fire Protection	Incl Above
2 Sanitary Sewer	Incl Above
3 Storm Sewer	Incl Above
4 Electric	Incl Above
5 Data & Communications	Incl Above
6 Site Lighting	Incl Above
7 Gas	Incl Above
8 Steam	NIC
9 Chilled Water	NIC
<b>C Hazardous Materials</b>	300.0
<b>Total Related Construction</b>	<b>1,775.0</b>
<b>III. Escalation (Construction Start Early 2022)</b>	<b>760.6</b>
<b>Total Construction</b>	<b>9,555.6</b>
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<b>IV. FF&amp;E</b>	
<b>A. Loose Furnishings</b>	375.0
<b>B. Program Related Equipment</b>	Incl Above
<b>C. Data/Telecomm Equipment</b>	Incl Above
<b>D. Audio/Visual Equipment</b>	Incl Above
<b>E. Security Equipment</b>	Incl Above
<b>F. Specialty Signage</b>	Incl Above
<b>Total FF &amp; E</b>	<b>375.0</b>
<b>Total Construction &amp; FF&amp;E</b>	<b>9,930.6</b>
<hr/>	
<b>V. Fees and Expenses</b>	by Owner
<hr/>	
<b>VI. Contingency</b>	by Owner
<b>A. Construction</b>	by Owner
<b>B. Owner's Project</b>	by Owner
<b>Total Contingency</b>	-
<b>Total Project</b>	<b>9,930.6</b>

\$ below in thousands

Note: \* designated items are within the design responsibilities of the Architect's Basic Services. This exhibit lists items within the scope of the design commission, budget line amounts designated by \* may change; however, the aggregate total of all asterisks remain the contractual obligation as the design budget of the Architect. The aggregate totals are the same for the renovation of existing alternative.

# AIA® Document B201™ – 2017

## Standard Form of Architect's Services: Design and Construction Contract Administration

**for the following PROJECT:**

*(Name and location or address)*

Dover Community Center Project  
4 Springdale Avenue  
Dover, MA 02030

**THE OWNER:**

*(Name, legal status and address)*

Town of Dover  
Dover Town House  
5 Springdale Avenue  
Dover, MA 02030

**THE ARCHITECT:**

*(Name, legal status and address)*

**THE AGREEMENT**

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the \_\_\_\_ day of \_\_\_\_ in the year \_\_\_\_.

*(In words, indicate day, month and year.)*

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 SCOPE OF ARCHITECT'S BASIC SERVICES
- 3 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 The 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:

**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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

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

**§ 1.1.2 The Project's physical characteristics:**

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

**§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:**

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

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

*(Paragraphs deleted)*

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

**ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 2.1** The Architect's design services shall include, but are not limited to, normal structural, mechanical and electrical engineering services. The intent of this agreement is to contain full design services for the Project. Therefore, under this Article and all articles under this Agreement, the Architect shall provide all required services necessary in formulating the design and bidding documents for the project including site survey, geotechnical engineer and design, civil engineering, landscape architecture, architectural design, hazardous material verification and design, structural engineering, mechanical engineering, electrical engineering, plumbing engineering, fire protection engineering, telecommunications systems design, AV systems design, technology systems design, interior design, acoustical design, furniture/fixtures/equipment design, cost estimating and/or specialty building design consultation as necessary. If the Architect's in-house personnel do not possess expertise and significant experience in these design disciplines, the Architect shall engage consultants with the required expertise within basic services. Section 3.1 identifies the exact services to be included as part of design services.

§ 2.1.0 Prior to execution of any subconsultant agreement, the Architect shall submit to the Owner a list of all proposed subconsultants, together with the proposed scope of services for each, in order to establish to the Owner's reasonable satisfaction that all aspects of the Project will be designed and managed by qualified professionals. The Architect shall not enter into any subconsultant agreement to which the Owner has a reasonable objection. Subconsultants shall be those named in AIA Document B201-2007, modified, Exhibit A, Section A.2.1 and shall not be changed prior to completion of the Project without written consent of the Owner, which shall not be unreasonably withheld.

§ 2.1.0.1 During the design of the Project, the Architect and its consultants shall visit the Project site as required to obtain available record drawings, investigate the existing buildings and site to understand the project issues and record local and existing conditions. If additional measured drawings are required beyond what is available from the Owner's records, the Architect shall develop those drawings as part of Basic Services.

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

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall review information provided by consultants retained directly by the Owner and shall coordinate the work of such consultants with the Architect's works so as to produce a complete and consistent product at each Phase. The Architect shall reasonably be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for cost estimating, for cost/budget reconciliations, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Architect and Owner shall promptly notify each other in the event that any changes to the established schedule are required or anticipated, and the Architect shall promptly revise and reissue the schedule accordingly, as the Project proceeds until the commencement of construction.

§ 2.1.3.1 The Architect shall meet with the Owner and make presentations to Owner's review groups as reasonably required or requested during each phase of the Project.

§ 2.1.3.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on timely approvals received in writing from the Owner in the further development of the design. Owner review and approvals of Design Documents will be as identified in Article 2.

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

§ 2.1.5 The Architect shall, when appropriate, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall design the Project to comply with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations and shall assist the Owner in obtaining required written approval of all governmental authorities having jurisdiction over the Project. Review or approval of the Architect's documents by the Owner shall not relieve the Architect of any obligation for such compliance or for assistance in obtaining governmental approval by a governmental authority. The Architect shall respond to applicable design requirements imposed by those authorities and entities providing utility services and incorporate said requirements into the Contract Documents.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, and by preparing

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documents for and attending meetings with governmental authorities having jurisdiction over the design and construction approval of the Project. This includes, but is not limited to, completing building code reviews and satisfying requirements of local or regional planning and zoning boards, fire marshals, and state and municipal authorities.

## **§ 2.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 2.2.1** The Architect shall review the program and other information, including Owner objectives, schedules, space requirements and other building and site considerations, furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 2.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. In preparation for, and in conjunction with, the Schematic Design Phase, the Architect shall also modify the provided program information into a formalized concise program document which includes, at a minimum, the following for Owner approval:

1. Listing of Building Program spaces and sizes in net square feet with delineation of existing versus new.
2. Documentation of required program space relationships.
3. Listing of special needs for each programmed space.
4. Target net square foot to gross square foot efficiency ratio.
5. Special building characteristics and requirements which should be included in design and construction parameters 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.

**§ 2.2.2.1** The Architect shall advise the Owner of a need for tests, analyses, studies, reports, documentation of existing conditions or consultants' services not previously provided for in this Agreement.

**§ 2.2.3** 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.

**§ 2.2.4** 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.

**§ 2.2.5** 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.

**§ 2.2.5.0.1** The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Schematic Design Phase submittal, and shall secure Owner's final written approval of such submittal. Schematic Design Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

**§ 2.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1, if not previously defined as a Basic Service.

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

§ 2.2.5.3 Schematic Design documentation shall also include, but not be limited to, the following:

- .1 An evaluation of HVAC systems including a narrative and drawings of at least three alternative system strategies delineating advantages, disadvantages, flow diagrams, approximate loads, sizing and capacity information, and relative order of magnitude costs for operation and installation.
- .2 A written description, flow diagrams, and design loads of the preferred mechanical and electrical systems for the Project. After review and approval by the Owner, these documents will serve as the "Basis of Design" for the mechanical and electrical systems of the Project.
- .3 Schematic Design documentation shall include drawings and/or narrative description of and performance criteria for all principal construction materials and systems proposed for the Project, including exterior and interior building materials and finishes; structural system; plumbing and piping systems and fixtures, HVAC systems including major equipment items and control systems; lighting concept and fixture types; electrical power and telecommunications systems; and other significant building or site components as required to complete a detailed construction cost estimate for the full scope of the Project.
- .4 Tabular comparisons of all room areas shown in Owner's building program compared to all room areas as shown in schematic design document.

§ 2.2.5.4 When Schematic Design Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Schematic Design Documents unless and until all of the following conditions have been met:

1. The Schematic Design Documents have been completed;
2. The Owner has completed an estimate of construction costs based upon the Schematic Design Documents;
3. The Architect has completed an estimate of construction costs based on the Schematic Design Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Schematic Design Documents;
7. The Architect has modified the Schematic Design Documents to conform with the budget reconciliation and the Owner's review comments. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 2.2.6

§ 2.2.7

### § 2.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 2.3.2

§ 2.3.3

§ 2.3.4 Design Development documentation shall also include, but not be limited to, the following:

1. The "Basis of Design" for the mechanical systems approved in Schematic Design shall be expanded in the Design Development Phase to report detailed engineering assumptions and results of calculations. Detailed engineering criteria such as indoor design temperatures and humidity levels, room and building occupancy numbers, climatic design values, hydronic distribution temperatures, peak loads, relative seasonal dates, design values for lighting, and domestic hot water temperatures are some of the information that must be recorded by the design engineer and submitted to the Owner for review and approval. The HVAC Designer shall prepare, for review and approval by the Owner, a spreadsheet that lists all rooms and spaces in the project and their respective design criteria such as heating and cooling loads, ventilation requirements, and discharge air velocities. HVAC design will include an energy modeling computer program and a printout report shall be provided to the Owner. The energy modeling computer program will be a program accepted by the USGBC LEED Certification process. Mechanical systems documentation shall include equipment schedules, general diagrammatic layout of ductwork and piping, typical details, riser diagrams for all systems, control diagrams showing sequence of operation;
2. Electrical systems documentation shall include riser diagrams for power, telephone, data, and emergency power systems as well as electrical equipment and lighting schedules;
3. Tabular comparison of all room areas as programmed, as shown in the Schematic Design submittal, and as shown in the Design Development submittal;
4. Comprehensive synopsis of regulatory requirements for the project, identifying salient design criteria and requirements of all applicable codes, laws and regulations.

§ 2.3.5 The Architect shall advise the Owner of any adjustments to the Design which affect the Schematic Estimate of Construction Cost.

§ 2.3.6 When Design Development Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner, an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) 16 Division format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Design Development Documents unless and until all of the following conditions have been met:

1. The Design Development Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the Design Development Documents;
3. The Architect has completed the estimate of construction costs based on the Design Development Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Design Development Documents;
7. The Architect has modified the Design Development Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 2.3.7 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Design Development Phase submittal, and shall secure Owner's final written approval of such submittal. Design Development Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

## § 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems 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 review in accordance with Section 2.6.4.

§ 2.4.1.1 The Architect shall advise the Owner of any adjustments to the Design which affect the Design Development Estimate of Construction Cost.

§ 2.4.1.2 When Construction Documents are approximately 90% complete; the Architect shall prepare a detailed estimate of construction costs with supporting data for review by the Owner. The Owner is not required to approve the Construction Documents unless and until all of the following conditions have been met:

1. The Construction Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the 90% complete Construction Documents;
3. The Architect has completed the estimate of construction costs based upon the 90% completed Construction Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled;
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the 100% complete Construction Documents;
7. The Architect has modified the Construction Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraint.
8. A final tabular comparison of all room areas as programmed, and as shown on Design Development submittal.

§ 2.4.1.3 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's ninety percent (90%) completion of the Construction Documents submittal, and shall secure Owner's final written approval of such submittal. Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

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

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, the AIA Document A201-2017, modified, and may include bidding requirements and sample forms. No provision of these General Conditions shall be deleted, changed or contravened by any other provision of the Construction Documents without the Owner's express written consent. Construction drawings and specifications or other Construction Documents or contract documents submitted by the Architect to the Owner for approval or to any contractor's bidding or negotiating shall be complete and unambiguous. The Architect shall exercise usual and customary professional care to comply with all applicable codes, ordinances, statutes, regulations, and laws in effect at the time Architect's services are performed.

### § 2.4.4

### § 2.4.5

## § 2.5 PROCUREMENT PHASE SERVICES

### § 2.5.1 General

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

### § 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions, (AIA Document A201-2017, modified: General Conditions of the Contract for Construction), Specifications and Drawings and any other pertinent documents mutually agreed to by the Owner and Architect.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting on-site, a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 participate in pre-award conference with bidders, if requested.

§ 2.5.2.3 If during the bidding and negotiation process contractors provide alternatives to add value to the Project, the Architect will review and evaluate these options, provide recommendations to the Owner and incorporate the mutually agreed upon alternatives into the Project. The evaluation and incorporation of these value engineering alternatives shall be included in Architect's design services and shall not be compensated as a Change in Service if required to meet budget.

### § 2.5.3 Negotiated Proposals

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements, proposed Contract Documents, General Conditions, (AIA Document A201-2017 modified: General Conditions of the Contract for Construction) and any other pertinent documents mutually agreed to be the Owner and Architect.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors or Construction Managers;
- .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, if directed by the Owner.

§ 2.5.3.3 If during the bidding and negotiation process contractors provide alternatives to add value to the Project, the Architect will review and evaluate these options, provide recommendations to the Owner and incorporate the mutually agreed upon alternatives into the Project. The evaluation and incorporation of these value engineering alternatives shall be included in Architect's design services and shall not be compensated as a Change in Service if required to meet budget.

§ 2.5.3.4 The Architect shall participate in pre-award conferences with bidders.

## § 2.6 CONSTRUCTION PHASE SERVICES

### § 2.6.1 General

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, modified, General Conditions of the Contract for Construction.

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§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner in writing of any known deviations from the intent of Contract Documents, and schedule deviations from the most recent Construction Schedule submitted by the Contractor.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, provided all requirements have been met by the Contractor.

### § 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect, utilizing personnel with expertise in the specific disciplines required, shall visit the site at intervals appropriate to the stage of construction, but not less than every one (1) week or as otherwise agreed by the Owner and the Architect, to become generally familiar with and observe all reasonably apparent conditions at the site, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall review placement and inspect for damage, quality, assembly, and function in order to determine that furniture, fixtures and equipment (FF&E) are in accordance with the requirements of the Contract Documents to the extent the Architect provided services for specifying, selecting, or procuring this FF&E as part of this Agreement. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (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, and shall prepare and submit notes from job site observations to the Owner within seven (7) calendar days after each site visit. The Architect shall schedule, attend and chair, at the request of the Owner, all job meetings, and pre-construction meetings. Job meetings shall be held weekly unless otherwise provided in the Contract Documents or mutually agreed by the Architect, Owner and Contractor. The Architect shall prepare and distribute minutes of each such meeting to the Owner, Contractor, Clerk of the Works if any, consultants and others as appropriate not later than seven (7) calendar days after the meeting unless mutually agreed otherwise by the Owner and Architect. The Architect shall secure the attendance at job meetings of Architect's subconsultants and others as appropriate and as reasonably requested by the Owner.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall immediately repost such rejection and the reason for the rejection in writing to the Owner. 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.

§ 2.6.2.2.1 Throughout the Project, the Architect shall monitor the development of the "red lined" as-built documentation prepared by the Contractor. The "red lined" documents shall be maintained by the Contractor at the Project site. The Architect will notify the Contractor and Owner in writing, if in the Architect's professional judgement, the documents are incomplete, inaccurate or the recording is untimely. The Contractor shall provide this documentation to the Architect for the development of a record set of drawings as required in Section 2.

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

§ 2.6.2.4 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 Contractor, shall not show partiality to either the Owner or Contractor, and shall not be liable for results of interpretations rendered in good faith. The Architect's interpretations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person, the Architect shall render initial interpretations on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 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 2.6.2 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 of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures.

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

### § 2.6.4 Submittals

§ 2.6.4.1 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.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's actions shall be taken with such reasonable promptness not to exceed (fourteen) 14 calendar days unless mutually agreed otherwise. Review of such submittals is not for the purpose of determining the accuracy and completeness of other details not within the intended scope of submittal, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise provided in the Contract Documents, construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Substitutions of materials or components of work proposed by the Contractor during construction shall be considered, evaluated, documented and incorporated into the Construction Documents by the Architect within design services if the proposed substitution is mutually determined by the Architect and Owner to increase the value of the Project or the change is done to meet the Owner's budget.

§ 2.6.4.3 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect shall not require supplemental design services from the Contractor through the Contract Documents unless specifically approved by the Owner.

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§ 2.6.4.3.1 The Architect shall provide to the Contractor a base set of contract drawings in electronic format for their use in the preparation of coordination drawings and submittals. This service shall be provided by the Architect at no additional cost to the Owner or Contractor.

§ 2.6.4.4 Subject to Section 3.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within ten (10) calendar days. The Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.6.4.5 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.

### § 2.6.5 Changes in the Work

§ 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.2, the Architect shall prepare Change Orders and Construction Change Directives with supporting documentation and data if deemed necessary by the Architect or Owner's Representative for the Owner's approval and execution in accordance with the Contract Documents prior to being issued to the Contractor.

§ 2.6.5.1.1 The Architect shall review and analyze requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work with approval of the Owner or recommend to the Owner that the requested change be denied with reasons for denial.

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

§ 2.6.5.1.3 The Architect shall revise Contract Documents, prepare supplementary documents including drawings, specifications or other written instructions as reasonably necessary to establish the appropriateness of, and to implement the Work incorporated in the Contract by Change Orders or Change Directives. The cost of such services by the Architect shall be included in Architect's Basic Services including changes requested in writing by the Owner, if the cost of the requested changes is within the construction contingency or project contingency as delineated in Sections 5.1.3 and 5.1.4. Although these contingency funds are not within the Project Control Budget, the Architect shall be responsible for the review and issuance of change orders as described. Owner requested changes that exceed these contingency amounts shall be considered Changes in Services and compensated as provided in Section 3.3 unless required due to error or omission of the Architect.

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

### § 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

- .1 conduct inspections to mutually determine with the Owner the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .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 Contractor; and,

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- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall provide comprehensive documentation of Work not in conformance with Contract Documents (punch list) for the Owner's and Contractor's review. This comprehensive list shall be inclusive of all architectural, mechanical and electrical disciplines. Prior to the issuance of final Certificate for Payment the Architect will reinspect to verify conformance with the Contract Documents.

§ 2.6.6.2.1 The Architect shall, within thirty (30) calendar days after issuance of the final Certificate for Payment, prepare and deliver to the Owner a complete set of all original Contract Drawings modified to incorporate all changes directed by "SK" and other supplementary instructions prepared by the Architect or the Architect's Consultants and issued after execution of the Construction Contract, all changes in the Work, including detail and dimensional changes and the final locations of all plumbing, storm drainage, fire protection, mechanical and electrical lines, outlets, manholes, etc. both inside and outside the building, as recorded on the Contractor's "red-line" documents, and any other changes of which the Architect may be aware. These modified documents shall be dated and labeled "Record Documents," and the Architect shall provide the Owner with one complete full-size set of documents and, in addition, one electronic copy using the latest version of AutoCAD, an AutoCAD-compatible DWG format, or other format approved in advance by the Owner.

§ 2.6.6.3 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.

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

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

**§ 2.6.6.6 WARRANTY PERIOD SERVICES**

The Architect shall assist as reasonably requested by the Owner during the warranty period set forth in the Contract Documents in identifying defects in the Project and in determining and implementing appropriate corrective measures in accordance with the requirements of the Construction Contract. Approximately one month before expiration of the Contractor's warranty period, the Architect shall conduct an inspection of the Project together with the Owner's representatives, and shall report in writing any observed discrepancies under warranties or guarantees required by the Contract Documents.

**ARTICLE 3 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 3.1 SUPPLEMENTAL SERVICES**

§ 3.1.1 The services listed below are included in Basic Services, Supplemental or Additional Services, as may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(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 3.1.2 below or attach the description of services as an exhibit to the Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
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# AIA<sup>®</sup> Document B201<sup>™</sup> – 2017

## **Standard Form of Architect's Services: Design and Construction Contract Administration**

§ 3.1.1.1 Programming

Architect Basic Service

### **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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102<sup>™</sup>–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802<sup>™</sup>–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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User Notes:

(1970033716)

§ 3.1.1.2	Multiple preliminary designs	Architect Basic Service
§ 3.1.1.3	Measured drawings	Architect Basic Service
§ 3.1.1.4	Existing facilities surveys	Architect Basic Service
§ 3.1.1.5	Site evaluation and planning	Architect Basic Service
§ 3.1.1.6	Building Information Model management responsibilities	Not Provided
§ 3.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8	Civil engineering	Architect Basic Service
§ 3.1.1.9	Landscape design	Architect Basic Service
§ 3.1.1.10	Architectural interior design	Architect Basic Service
§ 3.1.1.11	Value analysis	Architect Basic Service
§ 3.1.1.12	Detailed cost estimating beyond that required in Section 5.3	Architect Basic Service
§ 3.1.1.13	On-site project representation	Architect Basic Service
§ 3.1.1.14	Conformed documents for construction	Architect Basic Service
§ 3.1.1.15	As-designed record drawings	Architect Basic Service
§ 3.1.1.16	As-constructed record drawings	Architect Basic Service
§ 3.1.1.17	Post occupancy evaluation	Architect Basic Service
§ 3.1.1.18	Facility support services	
§ 3.1.1.19	Tenant-related services	
§ 3.1.1.20	Architect's coordination of the Owner's consultants	Architect Basic Service
§ 3.1.1.21	Telecommunications/data design	Architect Basic Service
§ 3.1.1.22	Security evaluation and planning	Architect Basic Service
§ 3.1.1.23	Commissioning	Owner
§ 3.1.1.24	Sustainable Project Services pursuant to Section 3.1.3	
§ 3.1.1.25	Fast-track design services	
§ 3.1.1.26	Multiple bid packages	
§ 3.1.1.27	Historic preservation	
§ 3.1.1.28	Furniture, furnishings, and equipment design	Architect Basic Service
§ 3.1.1.29	Other services provided by specialty Consultants	
§ 3.1.1.30	Drawings and Reports required for local board and committee approval	Architect Basic Service
<i>(Row deleted)</i>		
§ 3.1.1.31	Two interior and two exterior architectural renderings per alternative	Architect Basic Service

**§ 3.1.2 Description of Supplemental Services**

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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§ 3.1.3 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 the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

### § 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 3.3.1. In the absence of mutual agreement in writing, the Architect shall notify the Owner in writing prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule. If the Architect believes that such circumstances beyond its control exist, the Architect shall promptly so notify the Owner in writing, stating the reasons for such belief and stating, insofar as can then be determined or estimated, the amount of any adjustment to the Architect's compensation or time for performance or both, which may be required. The Owner shall promptly respond in writing to the Architect's notice, either authorizing the Change in Services in its entirety, or stating that all or a part of such Change is not authorized. Except in an emergency which significantly threatens life safety, property damage or delay to the Project, the Architect shall have no obligation to provide, and shall not be entitled to any additional compensation for any services which the Owner states are not authorized.

§ 3.2.1 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 the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project;
- .2
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations not reasonably anticipated;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner after receipt of written notice from the Architect or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5
- .6
- .7
- .8 Unless otherwise provided, preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1
- .2
- .3
- .4
- .5

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

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

#### § 3.2.4

#### § 3.2.5

§ 3.2.6 The Architect shall not be entitled to additional compensation due to delays or other impacts caused by COVID-19, or other epidemics/pandemics or any governmental orders or responses thereto.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall 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, unless mutually agreed otherwise.

*(Paragraphs deleted)*

§ 4.4 Unless otherwise provided in this Agreement, or otherwise customarily provided by the Architect, 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.

#### § 4.5

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

§ 4.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement.

§ 4.8 Except as otherwise provided in this Agreement, or when direct communications are deemed necessary by the Owner, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents with written confirmation submitted to the Owner. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and the Owner's consultants and Owner's separate contractors shall be through the Owner. Communications between the Owner and Contractor shall be confirmed in writing to the Architect. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services

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

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

### ARTICLE 5 COST OF THE WORK

§ 5.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. All items so noted in the Project Control Budget shall be included in the Architect's design responsibilities and therefore the Cost

of the Work. The Project Control Budget is the Owner's budget for the portion of the Project within the cost control responsibilities of the Architect. This Project Control Budget is included as part of this Agreement as Attachment 1. This Project Control Budget establishes the total cost not to be exceeded for the construction and furnishings of the Project. The cost items included in this budget are delineated with their respective budget values. The individual line item amounts may vary with the Project's evolution, however, the cumulative total for the listed items shall not be exceeded without written authorization from the Owner.

§ 5.1.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for market condition adjustments at the time of bidding and for changes shall be included in the Cost of the Work.

§ 5.1.2 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner and are identified as "by Owner".

§ 5.1.3 The Cost of the Work does not include the Construction Contingency which is to be spent if necessary during the construction phase of the Project. The Construction Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Total Construction line of the budget as detailed in the Project Control Budget may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unforeseen conditions discovered during construction, errors and omissions or opportunities to improve the value of the Project through quality or other construction enhancements. See Article 5.1.6.

§ 5.1.4 The Cost of the Work does not include the Project Contingency which may be spent during the construction phase of the Project. The Project Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Cost of the Work which includes the construction cost and all remaining items within the Architect's design scope as detailed in the Project Control Budget in Exhibit B. These funds may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unexpected expenses, construction changes, minor construction enhancements or minor program related enhancements. See Article 5.1.6.

§ 5.1.5 Funds from the Construction Contingency and the Project Contingency cannot be committed or expended without the authorization of the Owner.

§ 5.1.6 Enhancements paid through the use of Construction Contingency or Project Contingency funds that will be considered part of the Architect's Basic Services include those enhancements approved by the Owner that are identified and designed during the design phases of the project. Other enhancements within Basic Services identified after the completion of the design phases must meet the following criteria to be considered within the Architect's Basic Services:

1. The enhancement does not involve the expansion of the Owner's Program as established in the Design Phases.
2. The enhancement does not involve additional design, evaluation, or documentation by the Architect other than change order preparation and processing.

The Architect's services required for enhancements made to the project in the Construction Phase and paid through the use of Construction Contingency or Project Contingency funds not meeting the above criteria will be compensated as a change in service as described in 3.3 and 6.2.

§ 5.1.7 The Architect shall prepare three estimates of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations

to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or current competitive bidding, market, or negotiating conditions.

§ 5.3 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 budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar estimating techniques.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's Project Control budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals or bids are sought.

## § 5.5

§ 5.6 If the Owner's Project Control budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, or less than eighty percent (80%) of the Project Control budget, the Owner shall

- .1 give written approval of an increase or decrease in the budget for the Cost of the Work. If the budget is supplemented by the Owner to the extent necessary to fund a cost overrun of the design provided by the Architect and no expansion of project scope has occurred, then the Architect will not be compensated as additional services for this supplemental budget funding;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™-2017;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to increase or reduce the Cost of the Work. Cooperate in revising the Project scope and quality as required to reduce or increase the Cost of the Work to be within the maximum budget constraints of the Project Control Budget but not less than eighty percent (80%) of the Project Control Budget. The redesign must then be mutually agreed upon by the Owner and Architect; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. In any event, the Architect's modification of the Construction Documents and the provision of associated services to accomplish the options within Section 5.6 shall be the limit of the Architect's responsibility under this Article 5.

§ 5.7.1 The Owner's Representative will compare and analyze the Reconciled Cost Estimates (required in Article 2.4) and the Project Control Budget. If the Reconciled Cost Estimates exceed the Project Control Budget, the Architect shall advise the Owner on ways to revise the Project so its cost is within the Project Control Budget. The Architect shall recommend options for cost reduction for the Owner's approval.

## ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows:

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.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.

.3 Other  
(Describe the method of compensation)

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, 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.)

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows, or as mutually agreed:  
(Insert amount of, or basis for, compensation.)

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 6.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	eighteen	percent (	18	%)
Commissioning/Occupancy/Closeout	two	percent	2	%
Total Basic Compensation	one hundred	percent (	100	%)

§ 6.6

§ 6.6.1 When compensation is based on a percentage basis of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with the Agreement for all services performed to the date of termination whether or not the Construction Phase is commenced. If any of the options listed in Section 5.6 are elected by the Owner, any and all services provided by the Architect as

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described in other sections of this Agreement to accomplish said option shall be performed as Basic Services without additional compensation to the Architect.

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

Employee or Category	Rate (\$0.00)
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**§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION**

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

**ARTICLE 7 ATTACHMENTS AND EXHIBITS**

The following attachments and exhibits, if any, are incorporated herein by reference: (List other documents, if any, including any exhibits relied on in Section 3.1.)

By its execution, this Standard Form of Architect's Services: Design and Contract Administration, AIA Document B201-2017 and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect without a predefined Scope of Architect's Services, AIA Document B102-2017, modified, that was entered into by the parties as of the date.

**OWNER**

**ARCHITECT**

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

# Additions and Deletions Report for AIA® Document B201™ – 2017

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## PAGE 1

Dover Community Center Project  
4 Springdale Avenue  
Dover, MA 02030

...

*(Name, legal status and address)*

Town of Dover  
Dover Town House  
5 Springdale Avenue  
Dover, MA 02030

...

## 3 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

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~~§ 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.)~~

~~§ 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.)~~

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into the Agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

~~§ 1.1.7 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.)~~

~~§ 1.1.8 The Owner shall retain the following consultants and contractors:~~

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

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

~~*(List any other consultants and contractors retained by the Owner.)*~~

~~§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:  
*(List name, legal status, address, and other contact information.)*~~

~~§ 1.1.9.1 Consultants retained under Basic Services:~~

~~.1 — Structural Engineer:~~

~~.2 — Mechanical Engineer:~~

~~.3 — Electrical Engineer:~~

~~§ 1.1.9.2 Consultants retained under Supplemental Services:~~

~~§ 1.1.10 Other Initial Information on which the Agreement is based:~~

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

...

§ 2.1 The Architect's ~~Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.~~design services shall include, but are not limited to, normal structural, mechanical and electrical engineering services. The intent of this agreement is to contain full design services for the Project. Therefore, under this Article and all articles under this Agreement, the Architect shall provide all required services necessary in formulating the design and bidding documents for the project including site survey, geotechnical engineer and design, civil engineering, landscape architecture, architectural design, hazardous material verification and design, structural engineering, mechanical engineering, electrical engineering, plumbing engineering, fire protection engineering, telecommunications systems design, AV systems design, technology systems design, interior design, acoustical design, furniture/fixtures/equipment design, cost estimating and/or specialty building design consultation as necessary. If the Architect's in-house personnel do not possess expertise and significant experience in these design disciplines, the Architect shall engage consultants with the required expertise within basic services. Section 3.1 identifies the exact services to be included as part of design services.

§ 2.1.0 Prior to execution of any subconsultant agreement, the Architect shall submit to the Owner a list of all proposed subconsultants, together with the proposed scope of services for each, in order to establish to the Owner's reasonable satisfaction that all aspects of the Project will be designed and managed by qualified professionals. The Architect shall not enter into any subconsultant agreement to which the Owner has a reasonable objection. Subconsultants shall be those named in AIA Document B201-2007, modified, Exhibit A, Section A.2.1 and shall not be changed prior to completion of the Project without written consent of the Owner, which shall not be unreasonably withheld.

§ 2.1.0.1 During the design of the Project, the Architect and its consultants shall visit the Project site as required to obtain available record drawings, investigate the existing buildings and site to understand the project issues and record local and existing conditions. If additional measured drawings are required beyond what is available from the Owner's records, the Architect shall develop those drawings as part of Basic Services.

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§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall review information provided by consultants retained directly by the Owner and shall coordinate the work of such consultants with the Architect's works so as to produce a complete and consistent product at each Phase. The Architect shall reasonably be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for cost estimating, for cost/budget reconciliations, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. ~~With the Owner's approval, the Architect shall adjust the schedule, if necessary.~~ The Architect and Owner shall promptly notify each other in the event that any changes to the established schedule are required or anticipated, and the Architect shall promptly revise and reissue the schedule accordingly, as the Project proceeds until the commencement of construction.

§ 2.1.3.1 The Architect shall meet with the Owner and make presentations to Owner's review groups as reasonably required or requested during each phase of the Project.

§ 2.1.3.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on timely approvals received in writing from the Owner in the further development of the design. Owner review and approvals of Design Documents will be as identified in Article 2.

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

§ 2.1.5 The Architect shall-shall, when appropriate, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall design the Project to comply with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations and shall assist the Owner in obtaining required written approval of all governmental authorities having jurisdiction over the Project. Review or approval of the Architect's documents by the Owner shall not relieve the Architect of any obligation for such compliance or for assistance in obtaining governmental approval by a governmental authority The Architect shall respond to applicable design requirements imposed by those authorities and-entities-and entities providing utility services and incorporate said requirements into the Contract Documents.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, and by preparing documents for and attending meetings with governmental authorities having jurisdiction over the design and construction approval of the Project. This includes, but is not limited to, completing building code reviews and satisfying requirements of local or regional planning and zoning boards, fire marshals, and state and municipal authorities.

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§ 2.2.1 The Architect shall review the program and other information-information, including Owner objectives, schedules, space requirements and other building and site considerations, furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. In preparation for, and in conjunction with, the Schematic Design Phase, the Architect shall also modify the provided program information into a formalized concise program document which includes, at a minimum, the following for Owner approval:

1. Listing of Building Program spaces and sizes in net square feet with delineation of existing versus new.
2. Documentation of required program space relationships.
3. Listing of special needs for each programmed space.
4. Target net square foot to gross square foot efficiency ratio.
5. Special building characteristics and requirements which should be included in design and construction parameters 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.

§ 2.2.2.1 The Architect shall advise the Owner of a need for tests, analyses, studies, reports, documentation of existing conditions or consultants' services not previously provided for in this Agreement.

§ 2.2.3 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-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.

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§ 2.2.5.0.1 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Schematic Design Phase submittal, and shall secure Owner's final written approval of such submittal. Schematic Design Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section ~~3-1-1-3.1.1~~, if not previously defined as a Basic Service.

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

§ 2.2.5.3 Schematic Design documentation shall also include, but not be limited to, the following:

- .1 An evaluation of HVAC systems including a narrative and drawings of at least three alternative system strategies delineating advantages, disadvantages, flow diagrams, approximate loads, sizing and capacity information, and relative order of magnitude costs for operation and installation.
- .2 A written description, flow diagrams, and design loads of the preferred mechanical and electrical systems for the Project. After review and approval by the Owner, these documents will serve as the "Basis of Design" for the mechanical and electrical systems of the Project.
- .3 Schematic Design documentation shall include drawings and/or narrative description of and performance criteria for all principal construction materials and systems proposed for the Project, including exterior and interior building materials and finishes; structural system; plumbing and piping systems and fixtures, HVAC systems including major equipment items and control systems; lighting concept and fixture types; electrical power and telecommunications systems; and other significant building or site components as required to complete a detailed construction cost estimate for the full scope of the Project.
- .4 Tabular comparisons of all room areas shown in Owner's building program compared to all room areas as shown in schematic design document.

§ 2.2.5.4 When Schematic Design Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Schematic Design Documents unless and until all of the following conditions have been met:

1. The Schematic Design Documents have been completed;
2. The Owner has completed an estimate of construction costs based upon the Schematic Design Documents;
3. The Architect has completed an estimate of construction costs based on the Schematic Design Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Schematic Design Documents;
7. The Architect has modified the Schematic Design Documents to conform with the budget reconciliation and the Owner's review comments. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

~~§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.~~

~~§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~  
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~~§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.~~

~~§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

§ 2.3.4 Design Development documentation shall also include, but not be limited to, the following:

1. The "Basis of Design" for the mechanical systems approved in Schematic Design shall be expanded in the Design Development Phase to report detailed engineering assumptions and results of calculations. Detailed engineering criteria such as indoor design temperatures and humidity levels, room and building occupancy numbers, climatic design values, hydronic distribution temperatures, peak loads, relative seasonal dates, design values for lighting, and domestic hot water temperatures are some of the information that must be recorded by the design engineer and submitted to the Owner for review and approval. The HVAC Designer shall prepare, for review and approval by the Owner, a spreadsheet that lists all rooms and spaces in the project and their respective design criteria such as heating and cooling loads, ventilation requirements, and discharge air velocities. HVAC design will include an energy modeling computer program and a printout report shall be provided to the Owner. The energy modeling computer program will be a program accepted by the USGBC LEED Certification process. Mechanical systems documentation shall include equipment schedules, general diagrammatic layout of ductwork and piping, typical details, riser diagrams for all systems, control diagrams showing sequence of operation;
2. Electrical systems documentation shall include riser diagrams for power, telephone, data, and emergency power systems as well as electrical equipment and lighting schedules;
3. Tabular comparison of all room areas as programmed, as shown in the Schematic Design submittal, and as shown in the Design Development submittal;
4. Comprehensive synopsis of regulatory requirements for the project, identifying salient design criteria and requirements of all applicable codes, laws and regulations.

§ 2.3.5 The Architect shall advise the Owner of any adjustments to the Design which affect the Schematic Estimate of Construction Cost.

§ 2.3.6 When Design Development Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner, an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) 16 Division format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Design Development Documents unless and until all of the following conditions have been met:

1. The Design Development Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the Design Development Documents;
3. The Architect has completed the estimate of construction costs based on the Design Development Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Design Development Documents;

7. The Architect has modified the Design Development Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 2.3.7 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Design Development Phase submittal, and shall secure Owner's final written approval of such submittal. Design Development Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

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§ 2.4.1.1 The Architect shall advise the Owner of any adjustments to the Design which affect the Design Development Estimate of Construction Cost.

§ 2.4.1.2 When Construction Documents are approximately 90% complete; the Architect shall prepare a detailed estimate of construction costs with supporting data for review by the Owner. The Owner is not required to approve the Construction Documents unless and until all of the following conditions have been met:

1. The Construction Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the 90% complete Construction Documents;
3. The Architect has completed the estimate of construction costs based upon the 90% completed Construction Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled;
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the 100% complete Construction Documents;
7. The Architect has modified the Construction Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraint.
8. A final tabular comparison of all room areas as programmed, and as shown on Design Development submittal.

§ 2.4.1.3 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's ninety percent (90%) completion of the Construction Documents submittal, and shall secure Owner's final written approval of such submittal. Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, the AIA Document A201-2017, modified, and may include bidding requirements and sample forms. No provision of these General Conditions shall be deleted, changed or contravened by any other provision of the Construction Documents without the Owner's express written consent. Construction drawings and specifications or other Construction Documents or contract documents submitted by the Architect to the Owner for approval or to any contractor's bidding or negotiating shall be complete and unambiguous. The Architect shall exercise usual and customary professional care to comply with all applicable codes, ordinances, statutes, regulations, and laws in effect at the time Architect's services are performed.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

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

...

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, Documents, General Conditions, (AIA Document A201-2017, modified: General Conditions of the Contract for Construction), Specifications and Drawings and any other pertinent documents mutually agreed to by the Owner and Architect.

...

.2 organizing and conducting on-site, a pre-bid conference for prospective bidders;

...

.4 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ participate in pre-award conference with bidders, if requested.

~~§ 2.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders during the bidding and negotiation process contractors provide alternatives to add value to the Project, the Architect will review and evaluate these options, provide recommendations to the Owner and incorporate the mutually agreed upon alternatives into the Project. The evaluation and incorporation of these value engineering alternatives shall be included in Architect's design services and shall not be compensated as a Change in Service if required to meet budget.~~

...

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, requirements, proposed Contract Documents, General Conditions, (AIA Document A201-2017 modified: General Conditions of the Contract for Construction) and any other pertinent documents mutually agreed to be the Owner and Architect.

...

.2 organizing and participating in selection interviews with prospective ~~contractors;~~ contractors or Construction Managers;

...

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, ~~as if~~ directed by the Owner.

~~§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors during the bidding and negotiation process contractors provide alternatives to add value to the Project, the Architect will review and evaluate these options, provide recommendations to the Owner and incorporate the mutually agreed upon alternatives into the Project. The evaluation and incorporation of these value engineering alternatives shall be included in Architect's design services and shall not be compensated as a Change in Service if required to meet budget.~~

§ 2.5.3.4 The Architect shall participate in pre-award conferences with bidders.

...

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, modified, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under the Agreement unless the Owner and the Architect amend the Agreement.~~

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner in writing of any known deviations from the intent of Contract Documents, and schedule deviations from the most recent Construction Schedule submitted by the Contractor.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for ~~Payment~~. Payment, provided all requirements have been met by the Contractor.

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§ 2.6.2.1 ~~The Architect~~ Architect, utilizing personnel with expertise in the specific disciplines required, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become generally familiar with but not less than every one (1) week or as otherwise agreed by the Owner and the Architect, to become generally familiar with and observe all reasonably apparent conditions at the site, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall review placement and inspect for damage, quality, assembly, and function in order to determine that furniture, fixtures and equipment (FF&E) are in accordance with the requirements of the Contract Documents to the extent the Architect provided services for specifying, selecting, or procuring this FF&E as part of this Agreement. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (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~~ in the Work, and shall prepare and submit notes from job site observations to the Owner within seven (7) calendar days after each site visit. The Architect shall schedule, attend and chair, at the request of the Owner, all job meetings, and pre-construction meetings. Job meetings shall be held weekly unless otherwise provided in the Contract Documents or mutually agreed by the Architect, Owner and Contractor. The Architect shall prepare and distribute minutes of each such meeting to the Owner, Contractor, Clerk of the Works if any, consultants and others as appropriate not later than seven (7) calendar days after the meeting unless mutually agreed otherwise by the Owner and Architect. The Architect shall secure the attendance at job meetings of Architect's subconsultants and others as appropriate and as reasonably requested by the Owner.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the ~~Contract Documents~~. Documents and shall immediately repost such rejection and the reason for the rejection in writing to the Owner. 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.

§ 2.6.2.2.1 Throughout the Project, the Architect shall monitor the development of the "red lined" as-built documentation prepared by the Contractor. The "red lined" documents shall be maintained by the Contractor at the

Project site. The Architect will notify the Contractor and Owner in writing, if in the Architect's professional judgement, the documents are incomplete, inaccurate or the recording is untimely. The Contractor shall provide this documentation to the Architect for the development of a record set of drawings as required in Section 2.

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

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

§ 2.6.2.5 Unless the Owner and Contractor designate another ~~person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017~~, the Architect shall render initial decisions ~~person, the Architect shall render initial interpretations~~ on Claims between the Owner and Contractor as provided in the Contract Documents.

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

...

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's actions shall be taken with such reasonable promptness not to exceed (fourteen) 14 calendar days unless mutually agreed otherwise. Review of such submittals is not for the purpose of determining the accuracy and completeness of other ~~information such as dimensions, quantities, details not within the intended scope of submittal~~, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or or, unless otherwise provided in the Contract Documents~~, construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Substitutions of materials or components of work proposed by the Contractor during construction shall be considered, evaluated, documented and incorporated into the Construction Documents by the Architect within design services if the proposed substitution is mutually determined by the Architect and Owner to increase the value of the Project or the change is done to meet the Owner's budget.

§ 2.6.4.3 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect shall not require supplemental design services from the Contractor through the Contract Documents unless specifically approved by the Owner.

§ 2.6.4.3.1 The Architect shall provide to the Contractor a base set of contract drawings in electronic format for their use in the preparation of coordination drawings and submittals. This service shall be provided by the Architect at no additional cost to the Owner or Contractor.

§ 2.6.4.4 Subject to Section 3.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within ~~any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the ten (10) calendar days.~~ The Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 2.6.5.1 The Architect may ~~order~~ authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.2, the Architect shall prepare Change Orders and Construction Change Directives with supporting documentation and data if deemed necessary by the Architect or Owner's Representative for the Owner's approval and execution in accordance with the Contract ~~Documents.~~ Documents prior to being issued to the Contractor.

§ 2.6.5.1.1 The Architect shall review and analyze requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work with approval of the Owner or recommend to the Owner that the requested change be denied with reasons for denial.

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

§ 2.6.5.1.3 The Architect shall revise Contract Documents, prepare supplementary documents including drawings, specifications or other written instructions as reasonably necessary to establish the appropriateness of, and to implement the Work incorporated in the Contract by Change Orders or Change Directives. The cost of such services by the Architect shall be included in Architect's Basic Services including changes requested in writing by the Owner, if the cost of the requested changes is within the construction contingency or project contingency as delineated in Sections 5.1.3 and 5.1.4. Although these contingency funds are not within the Project Control Budget, the Architect shall be responsible for the review and issuance of change orders as described. Owner requested changes that exceed these contingency amounts shall be considered Changes in Services and compensated as provided in Section 3.3 unless required due to error or omission of the Architect.

...

- .1 conduct inspections to mutually determine with the Owner the date or dates of Substantial Completion and the date of final completion;

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§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall provide comprehensive documentation of Work not in conformance with Contract Documents (punch list) for the Owner's and Contractor's review. This comprehensive list shall be inclusive of all architectural, mechanical and electrical disciplines. Prior to the issuance of final Certificate for Payment the Architect will reinspect to verify conformance with the Contract Documents.

§ 2.6.6.2.1 The Architect shall, within thirty (30) calendar days after issuance of the final Certificate for Payment, prepare and deliver to the Owner a complete set of all original Contract Drawings modified to incorporate all changes directed by "SK" and other supplementary instructions prepared by the Architect or the Architect's Consultants and issued after execution of the Construction Contract, all changes in the Work, including detail and dimensional changes and the final locations of all plumbing, storm drainage, fire protection, mechanical and electrical lines, outlets, manholes, etc. both inside and outside the building, as recorded on the Contractor's "red-line" documents, and any other changes of which the Architect may be aware. These modified documents shall be dated and labeled "Record Documents," and the Architect shall provide the Owner with one complete full-size set of documents and, in addition, one electronic copy using the latest version of AutoCAD, an AutoCAD-compatible DWG format, or other format approved in advance by the Owner.

...

**ARTICLE 3 — SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 2.6.6.6 WARRANTY PERIOD SERVICES**

The Architect shall assist as reasonably requested by the Owner during the warranty period set forth in the Contract Documents in identifying defects in the Project and in determining and implementing appropriate corrective measures in accordance with the requirements of the Construction Contract. Approximately one month before expiration of the Contractor's warranty period, the Architect shall conduct an inspection of the Project together with the Owner's representatives, and shall report in writing any observed discrepancies under warranties or guarantees required by the Contract Documents.

**ARTICLE 3 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES**

§ 3.1.1 The services listed below are ~~not~~ included in Basic Services but Services, Supplemental or Additional Services, as may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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<u>§ 3.1.1.1</u>	<u>Programming</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.2</u>	<u>Multiple preliminary designs</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.3</u>	<u>Measured drawings</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.4</u>	<u>Existing facilities surveys</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.5</u>	<u>Site evaluation and planning</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.6</u>	<u>Building Information Model management responsibilities</u>	<u>Not Provided</u>
<u>§ 3.1.1.7</u>	<u>Development of Building Information Models for post construction use</u>	<u>Not Provided</u>
<u>§ 3.1.1.8</u>	<u>Civil engineering</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.9</u>	<u>Landscape design</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.10</u>	<u>Architectural interior design</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.11</u>	<u>Value analysis</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.12</u>	<u>Detailed cost estimating beyond that required in Section 5.3</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.13</u>	<u>On-site project representation</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.14</u>	<u>Conformed documents for construction</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.15</u>	<u>As-designed record drawings</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.16</u>	<u>As-constructed record drawings</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.17</u>	<u>Post occupancy evaluation</u>	<u>Architect Basic Service</u>

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<u>§ 3.1.1.20</u>	<u>Architect's coordination of the Owner's consultants</u>	<u>Architect Basic Service</u>
<u>§ 3.1.1.21</u>	<u>Telecommunications/data design</u>	<u>Architect Basic Service</u>

§ 3.1.1.22 Security evaluation and planning	Architect Basic Service
§ 3.1.1.23 Commissioning	Owner

...

§ 3.1.1.28 Furniture, furnishings, and equipment design	Architect Basic Service
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...

§ 3.1.1.30 Drawings and Reports required for local board and committee approval	Architect Basic Service
<del>§ 3.1.1.30 Other Supplemental Services</del>	
§ 3.1.1.31 Two interior and two exterior architectural renderings per alternative	Architect Basic Service

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The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 3.3.1. In the absence of mutual agreement in writing, the Architect shall notify the Owner in writing prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule. If the Architect believes that such circumstances beyond its control exist, the Architect shall promptly so notify the Owner in writing, stating the reasons for such belief and stating, insofar as can then be determined or estimated, the amount of any adjustment to the Architect's compensation or time for performance or both, which may be required. The Owner shall promptly respond in writing to the Architect's notice, either authorizing the Change in Services in its entirety, or stating that all or a part of such Change is not authorized. Except in an emergency which significantly threatens life safety, property damage or delay to the Project, the Architect shall have no obligation to provide, and shall not be entitled to any additional compensation for any services which the Owner states are not authorized.

§ 3.2.1 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 the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; Project;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, 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 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 enactment or revision of codes, laws or regulations or official interpretations not reasonably anticipated;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner after receipt of written notice from the Architect or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 ~~Preparation~~ Unless otherwise provided, preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction;~~  
~~erconstruction.~~
- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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

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

§ 3.2.4 ~~Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

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

§ 3.2.6 The Architect shall not be entitled to additional compensation due to delays or other impacts caused by COVID-19, or other epidemics/pandemics or any governmental orders or responses thereto.

...

§ 4.1 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall 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-quality, unless mutually agreed otherwise.

~~§ 4.2 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.

~~§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

~~§ 4.4 Unless otherwise provided in this Agreement, or otherwise customarily provided by the Architect, 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.~~

~~§ 4.5 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.~~

...

~~§ 4.8 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Except as otherwise provided in this Agreement, or when direct communications are deemed necessary by the Owner, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents with written confirmation submitted to the Owner. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and the Owner's consultants and Owner's separate contractors shall be through the Owner. Communications between the Owner and Contractor shall be confirmed in writing to the Architect. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services~~

~~§ 4.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in the Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction and an modifications thereto.~~

...

~~§ 5.1 For purposes of the Agreement, the The Cost of the Work shall be the total cost to the Owner to construct or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. Architect. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights of way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. All items so noted in the Project Control Budget shall be included in the Architect's design responsibilities and therefore the Cost of the Work. The Project Control Budget is the Owner's budget for the portion of the Project within the cost control responsibilities of the Architect. This Project Control Budget is included as part of this Agreement as Attachment 1. This Project Control Budget establishes the total cost not to be exceeded for the construction and furnishings of the Project. The cost items included in this budget are delineated with their respective budget values. The individual line item amounts may vary with the Project's evolution, however, the cumulative total for the listed items shall not be exceeded without written authorization from the Owner.~~

~~§ 5.1.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for market condition adjustments at the time of bidding and for changes shall be included in the Cost of the Work.~~

§ 5.1.2 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner and are identified as "by Owner".

§ 5.1.3 The Cost of the Work does not include the Construction Contingency which is to be spent if necessary during the construction phase of the Project. The Construction Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Total Construction line of the budget as detailed in the Project Control Budget may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unforeseen conditions discovered during construction, errors and omissions or opportunities to improve the value of the Project through quality or other construction enhancements. See Article 5.1.6.

§ 5.1.4 The Cost of the Work does not include the Project Contingency which may be spent during the construction phase of the Project. The Project Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Cost of the Work which includes the construction cost and all remaining items within the Architect's design scope as detailed in the Project Control Budget in Exhibit B. These funds may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unexpected expenses, construction changes, minor construction enhancements or minor program related enhancements. See Article 5.1.6.

§ 5.1.5 Funds from the Construction Contingency and the Project Contingency cannot be committed or expended without the authorization of the Owner.

§ 5.1.6 Enhancements paid through the use of Construction Contingency or Project Contingency funds that will be considered part of the Architect's Basic Services include those enhancements approved by the Owner that are identified and designed during the design phases of the project. Other enhancements within Basic Services identified after the completion of the design phases must meet the following criteria to be considered within the Architect's Basic Services:

1. The enhancement does not involve the expansion of the Owner's Program as established in the Design Phases.
2. The enhancement does not involve additional design, evaluation, or documentation by the Architect other than change order preparation and processing.

The Architect's services required for enhancements made to the project in the Construction Phase and paid through the use of Construction Contingency or Project Contingency funds not meeting the above criteria will be compensated as a change in service as described in 3.3 and 6.2.

§ 5.1.7 The Architect shall prepare three estimates of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or current competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 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 budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual-estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.~~

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's Project Control budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction ~~market~~industry between the date of submission of the Construction Documents to the Owner and the date on which proposals or bids are sought.

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

§ 5.6 If the Owner's Project Control budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, or less than eighty percent (80%) of the Project Control budget, the Owner shall

- .1 ~~give written approval of an increase or decrease in the budget for the Cost of the Work, of the Work. If the budget is supplemented by the Owner to the extent necessary to fund a cost overrun of the design provided by the Architect and no expansion of project scope has occurred, then the Architect will not be compensated as additional services for this supplemental budget funding;~~

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- .4 ~~in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; increase or reduce the Cost of the Work. Cooperate in revising the Project scope and quality as required to reduce or increase the Cost of the Work to be within the maximum budget constraints of the Project Control Budget but not less than eighty percent (80%) of the Project Control Budget. The redesign must then be mutually agreed upon by the Owner and Architect; or,~~

...

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, ~~the Architect~~Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents and the provision of associated services to accomplish the options within Section 5.6 shall be the limit of the Architect's responsibility under this Article 5.~~

§ 5.7.1 The Owner's Representative will compare and analyze the Reconciled Cost Estimates (required in Article 2.4) and the Project Control Budget. If the Reconciled Cost Estimates exceed the Project Control Budget, the Architect shall advise the Owner on ways to revise the Project so its cost is within the Project Control Budget. The Architect shall recommend options for cost reduction for the Owner's approval.

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§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as ~~follows:~~follows, or as mutually agreed:

...

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:

...

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>thirty-five</u>	percent (	<u>35</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>eighteen</u>	percent (	<u>18</u>	%)
<u>Commissioning/Occupancy/Closeout</u>	<u>two</u>	<u>percent</u>	<u>2</u>	<u>%</u>

...

~~§ 6.6 When compensation identified in Section 6.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

§ 6.6.1 When compensation is based on a percentage basis of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with the Agreement for all services performed to the date of termination whether or not the Construction Phase is commenced. If any of the options listed in Section 5.6 are elected by the Owner, any and all services provided by the Architect as described in other sections of this Agreement to accomplish said option shall be performed as Basic Services without additional compensation to the Architect.

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By its execution, this Standard Form of Architect's Services: Design and Contract Administration, AIA Document B201-2017 and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect without a predefined Scope of Architect's Services, AIA Document B102-2017, modified, that was entered into by the parties as of the date.

<u>OWNER</u>	<u>ARCHITECT</u>
_____	_____
<u>(Signature)</u>	<u>(Signature)</u>
_____	_____
<u>(Printed name and title)</u>	<u>(Printed name and title)</u>

# Certification of Document's Authenticity

## AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:30:43 ET on 06/08/2020 under Order No. 6413023932 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2017, Standard Form of Architect's Services: Design and Construction Contract Administration, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

**TOWN OF DOVER  
Contract for Designer Services**

**PROJECT TITLE: COMMUNITY CENTER**

**PROJECT TYPE: DESIGN AND CONSTRUCTION SUPERVISION**

This AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) is made under seal the \_\_\_\_ day of \_\_\_\_ in the year Two Thousand and \_\_\_\_, between the Town of Dover by its Selectman hereinafter, the AWARDING AUTHORITY, and \_\_\_\_ acting as PROJECT ARCHITECT.

**ARTICLE 1: DEFINITION OF TERMS**

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED).
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in response to the Awarding Authority's solicitation of proposals for the Project identified on page 1 (Senior Center).
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED), authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price shall be the same as the construction price of the lowest responsible and eligible bidder.

- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED), and which is identified on Page 1.

**ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS**

- 2.1 The Designer shall not employ additional consultants, not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Site Survey, Geotechnical Engineer, Hazardous Material / Environmental Engineer, Civil Engineer, Plumbing Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, Electrical Engineer and any other consultant required to complete the Designer's scope of work. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

**ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS**

- 3.1 . The Awarding Authority will provide the Designer any relevant information it may have regarding the subject property and building.
- 3.2 The Awarding Authority does not guarantee the accuracy of any information furnished and the Designer must satisfy himself as to the correctness of data.
- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field

inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.

- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

#### **ARTICLE 4: COMPLIANCE WITH LAWS**

- 4.1 The Designer shall perform the work required under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

#### **ARTICLE 5: PROFESSIONAL RESPONSIBILITY**

- 5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule

and submittal dates established during the course of this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED).

The Designer shall commence work under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED). The Designer shall complete the services required under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

- 5.2 The Designer agrees: that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.
- 5.3 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.
- 5.4 The Designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.
- 5.5 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) or any cause of action arising out of the performance of the AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED).
- 5.6 In the event an Owner's Project Manager has been engaged for the project as required by G. L. c. 149, §44A½, the Designer shall cooperate and coordinate his work pursuant to this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) with the Project Manager and shall thoroughly acquaint himself and his employees and consultants with the duties and responsibilities of the Project Manager as defined in the latter's contract with the Awarding Authority.

## **ARTICLE 6: DESIGNER SERVICES**

### **6.1 TYPE 1 CONTRACTS, STUDIES, PROGRAMS, MASTER PLANS, REPORTS (FEASIBILITY STUDY)**

1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority and shall prepare and submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with the Scope of Design Services set forth in the Request for Qualification for Designer Services. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

2. Pursuant to M.G.L. c.7, §38H, the Awarding Authority, in its sole discretion, may allow the feasibility designer to continue with the design of this project, pursuant to submission of an additional proposal in accordance with the Designer Selection statute. The Awarding Authority, in its sole discretion, may commission an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility Designer's work to ensure its reasonableness and its adequacy prior to allowing the Designer to continue on the project.

Drawings shall be furnished to the Awarding Authority by the Designer.

### **6.2 TYPE 2 CONTRACTS -- DESIGN AND CONSTRUCTION**

#### **1. Phase 1. - Schematics**

Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority for the purpose of arriving at a mutual understanding of the Awarding Authority's project needs. Thereafter, the Designer shall prepare and submit to the Awarding Authority single line schematic drawings including floor plans, elevations and space criteria to establish basic design ideas and respective cost estimates as set forth in the scope of services included as Attachment A. The Designer shall submit to the Awarding Authority for approval six (6) copies of said schematic plans, outline specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the Awarding Authority without the AGREEMENT, including AIA Document B201-2017 (attached) of the Designer.

## 2. Phase 2. - Design Development

Upon receipt of a Notice to Proceed the Designer shall prepare from the approved Phase 1 documents complete design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Awarding Authority to study and understand the progress and development of the Project. Such plans, outline specifications and cost estimate shall be subject to the written approval of the Awarding Authority. The Designer shall submit to the Awarding Authority for approval six (6) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

## 3. Phase 3. - Construction Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 3 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority on or before the date or time specified in the Notice to Proceed or any supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 2 of the Project, the Notice to Proceed with Phase 3, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval six (6) sets of the said plans, specifications and construction cost estimates.

Following the approval of the plans, specifications and construction cost estimates, the Designer shall incorporate all changes required by the Awarding Authority in the working drawings and specifications and shall prepare and transmit to the Awarding Authority one set of Construction Contract Documents for approval.

## Phase 4. - Bidding Phase

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, including advertisements for receipt of proposals for construction contractors,

shall assist in distributing the bidding documents to prospective bidders, and shall prepare and transmit all addenda. The Designer shall assist the Awarding Authority in pre-qualifying bidders, shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Awarding Authority, and shall prepare all notices required to be published in the Central Register. All services shall be in accordance with the requirements of the General Laws relating to public construction projects.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Designer in writing to provide such revised Construction Contract Documents as the Awarding Authority may require to bring the cost within the Fixed Limit. In the case of (c), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be entitled to any additional compensation for such services.

The Designer shall review all construction bids for the purpose of advising the Owner on whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The Designer shall inform the Owner of any bid which, because of its amount, does not realistically appear to contemplate the actual payment of said prevailing wage rates to laborers to be employed on the project.

#### 5. Phase 5 - Designer's Services During Construction

Upon the award of the construction contract the Designer and his consultants shall, for the purpose of protecting the Awarding Authority against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Awarding Authority may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) make weekly visits to the site or sites of the Project; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Awarding Authority; (6) require each consultant employed in accordance with ARTICLE 2 above to make visits when necessary, and more often if requested by the Awarding Authority, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the Awarding Authority weekly in writing on the progress of construction including whether or not the contractor is keeping record drawings; (8) recommend rejection of all project work observed

by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Awarding Authority may in writing otherwise determine; (10) review and act on all requests for change in plans, specifications, or contracts for the Project; and (11) upon written instructions from the Awarding Authority, furnish working plans and specifications for any such change.

The Designer shall be familiar with the provisions of the General Laws for payment to contractors and shall submit to the Awarding Authority all requisitions for payment submitted by the general contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms with the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments of general contractors is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer shall receive and review, in connection with its review of the Contractor's applications for payment, the weekly payroll records required to be submitted by the Contractor pursuant to G.L. c.149, §27B. Such review shall be for the purpose of determining that the amount of wages paid to laborers employed on the project is no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall maintain, as part of the project records, one complete copy of all such payroll records, and shall transmit to the Owner, upon completion of the review provided for herein, the original weekly records as submitted by the Contractor. The Designer shall promptly notify the Owner if (1) any payroll records submitted by the Contractor do not represent payment of at least the applicable prevailing wage rates established for the project or (2) the Designer knows or has reason to believe that the weekly payroll records submitted by the Contractor do not accurately represent the wages actually paid to laborers employed on the project and that the Contractor is not paying said laborers at least the amount of said prevailing wage rates.

The Designer's responsibility to provide basic services for the construction phase under this AGREEMENT, including AIA Document B201-2017 (attached) commences with the award of the contract for construction and terminates upon the issuance to the Awarding Authority of the final certificate of payment and the Awarding Authority's acceptance of the completed project.

The Designer will exercise the utmost care and diligence in discovering and promptly reporting to the Awarding Authority any defects or deficiencies in the work of the General Contractor or any of its subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. The Designer represents that it will follow the highest professional standards in performing all architectural services under this AGREEMENT, including AIA Document B201-2017 (attached). Any defective Designs or Specifications furnished by the Architect will be promptly corrected by the Designer at no cost to the Awarding Authority, and the Designer will promptly reimburse the Awarding Authority for all damages, if any, resulting from the use of such defective Designs or Specifications. The Awarding Authority's approval, acceptance, use of or payment for all or any part of the Designer's services hereunder or of the Project itself shall in no way alter the Designer's obligations or the Awarding Authority's rights hereunder.

#### Phase 6. - Record Drawings, Reports, Calculations

Before examining the requisition for final payment submitted to the Awarding Authority by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the plumbing, heating, ventilating and electrical work under the construction contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by change orders are shown on the contractor's record drawings and on the applicable original reproducible and shall submit to the Awarding Authority the complete set as revised, which reproducible shall become the property of the Awarding Authority.

Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the construction contract and prior to the expiration of the construction period.

As-Built Record Drawings shall be furnished to the Awarding Authority by the Designer.

### **ARTICLE 7: DESIGNER'S BASIC FEE**

- 7.1 For the performance of all services required under the terms of this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee for this project is a lump sum of XXXXX for Feasibility and Schematic Design Phases, and a lump sum of XXXX for remaining phases.
- 7.2 If there is a material change in the scope of services provided in this AGREEMENT, including AIA Document B201-2017 (attached), the Designer

and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services. Delays or other impacts caused by COVID-19, or other epidemics/pandemics or any governmental orders or responses thereto, shall not be considered a material change in scope of services.

- 7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this AGREEMENT, including AIA Document B201-2017 (attached). Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

#### **ARTICLE 8: ADDITIONAL COMPENSATION**

- 8.1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) making measured drawings of existing construction facilities when required for planning additions, or alterations thereto; (2) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority; (3) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (4) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (5) providing professional services made necessary by the default of the contractor in the performance of the construction contract; (6) providing services after final payment to the contractor; (7) for preparing change orders and supporting data, except as set forth in ARTICLE 10; (8) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (9) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (10) preparing operating and maintenance manuals; (11) observing the balancing of air and water circulation systems and reporting the results thereof; (12) observing and setting and adjusting automatic controls and reporting the results thereof; (13) assisting the Awarding Authority in litigation arising out of the construction contract; and (14) performing any other professional services not otherwise required under this Contract.
- 8.2 For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth.

#### **ARTICLE 9: REIMBURSEMENT**

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no

reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer or special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

**ARTICLE 10: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS, CHANGE ORDERS**

10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for the preparation of modifications, change orders and supporting data. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

**ARTICLE 11: TERMINATION, NO AWARD**

11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.

11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written

notice from the Designer of any default by the Awarding Authority under the AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED), shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED) up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

#### **ARTICLE 12: RELEASE AND DISCHARGE**

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED), except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

#### **ARTICLE 13: NOTICES, APPROVALS, INVOICES**

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.
- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

## **ARTICLE 14: INSURANCE**

- 14.1 The DESIGNER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 aggregate, with a deductible of no more than \$25,000.00 per claim.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Town. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion. Since this insurance is normally written on a year-to-year basis, the DESIGNER shall notify the TOWN should coverage become unavailable.
- 14.3 The DESIGNER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- 14.4 The DESIGNER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Town.
- 14.5 The DESIGNER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- 14.6 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- 14.7 Subconsultants
- The Designer also shall require by contractual obligation, and shall exercise due diligence to enforce, that any professional engineering or landscape architecture Subconsultant hired in connection with the services to be provided under this Contract shall, unless otherwise agreed in writing by the Owner, obtain and maintains all insurance required by law and as may be required by the Owner under the terms of this Contract, except that the limit of Subconsultant's

professional liability insurance shall be not less than \$2,000,000 per claim/\$2,000,000 annual aggregate.

All professional liability policies obtained by Subconsultants shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of “A” or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner.

If the Subconsultant’s insurance policy is in a “claims made” format, it shall include a retroactive date that is no later than the effective date of its contract with the Designer, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the General Contractor or CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. c. 30; or (4) the date of substantial completion of the Owner-General Contractor or CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

Other nonprofessional Subconsultants shall be required to maintain insurance in the types and amounts that they routinely carry in the course of their practice.

14.8 Upon request of the DESIGNER, the TOWN reserves the right to modify any conditions of this Article.

**ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS**

15.1 The Designer hereby certifies:

- (i) if an individual, the individual is a registered architect;
- (ii) if a partnership, a majority of all the partners are persons who are registered architects;
- (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, and the person to have the project in his or her charge is a registered architect;
- (iv) if a joint venture, each joint venturer satisfies the requirements of this section. (Statutory reference: M.G.L. c.7, §38A½)

15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT,

including AIA Document B201-2017 (attached). (Statutory reference: M.G.L. c.7, §38H(e)(i))

- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7, §38H(e)(ii))
- 15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this AGREEMENT, including AIA Document B201-2017 (attached) upon an AGREEMENT, including AIA Document B201-2017 (attached) or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT, including AIA Document B201-2017 (attached) to the Designer. (Statutory reference: M.G.L. c.7 §38H(e)(iii))
- 15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7, §38H(e)(iv))
- 15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:
1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
  2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
  3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.

4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this AGREEMENT, including AIA Document B201-2017 (attached).
5. The Designer has filed prior to the execution of this AGREEMENT, including AIA Document B201-2017 (attached) and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.
6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
  - (a) transactions are executed in accordance with management's general and specific authorization;
  - (b) transactions are recorded as necessary:
    1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
    2. to maintain accountability for assets;
  - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
  - (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
  - (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
  - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term of this AGREEMENT, including AIA Document B201-2017

(attached) a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)
- 15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7, §38H(J))
- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this AGREEMENT, including AIA Document B201-2017 (attached). (Statutory reference: M.G.L. c.149, §44M)
- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference: M.G.L. c.62C, §49A)

#### **ARTICLE 16: MISCELLANEOUS PROVISIONS**

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT, INCLUDING AIA DOCUMENT B201-2017 (ATTACHED).
- 16.2 This AGREEMENT, including AIA Document B201-2017 (attached) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This AGREEMENT, including AIA Document B201-2017 (attached) represents the entire AGREEMENT between the Awarding Authority and the Designer, and supersedes any prior AGREEMENTs whether oral or written. This AGREEMENT, including AIA Document B201-2017 (attached) may be amended

only by written instrument executed by both the Awarding Authority and the Designer.

- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assumes no personal liability under this AGREEMENT, including AIA Document B201-2017 (attached).
- 16.5 This AGREEMENT, including AIA Document B201-2017 (attached) shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this AGREEMENT, including AIA Document B201-2017 (attached) shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this AGREEMENT, including AIA Document B201-2017 (attached).

#### **ARTICLE 17: Indemnification**

- 17.1 General Liability: The DESIGNER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the DESIGNER or his employees, agents, subcontractors or representatives.
- 17.2 Professional Liability: The DESIGNER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the DESIGNER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the DESIGNER or his employees, agents, subcontractors or representatives.

**SIGNATURES**

**IN WITNESS WHEREOF**, on the day and year hereinabove first written, the Designer has caused this AGREEMENT, including AIA Document B201-2017 (attached) to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the Select Board has signed this AGREEMENT, including AIA Document B201-2017 (attached) on behalf of the Awarding Authority.

Accepted by Designer

Accepted by Awarding Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: Selectboard \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

I hereby certify that there is an appropriation available for the amount of the AGREEMENT, including AIA Document B201-2017 (attached) and that the Selectboard \_\_\_\_\_ is authorized to execute this AGREEMENT, including AIA Document B201-2017 (attached) and approve all invoices and add-service amendments.

\_\_\_\_\_  
Town Accountant

Approved as to Form

\_\_\_\_\_  
Town Counsel

Attachments:

EXHIBIT E

TOWN OF DOVER, MASSACHUSETTS

CERTIFICATE OF TAX COMPLIANCE

Tax Certification

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Chapter 151A, Section 19A, the undersigned acting on behalf of the business, certifies under penalty of perjury that, to the best of the undersigned's knowledge and belief, the business is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\* Signature of Individual  
Number or  
Identification

\_\_\_\_\_  
\*\*\* Individual's Social Security  
Corporate Contractor Federal

By: \_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

\* The provision in the Attestation of relating to child support applies only when the contractor is an individual.

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct heir non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.

MUST BE SIGNED AND RETURNED WITH RESPONSE

EXHIBIT F

TOWN OF DOVER, MASSACHUSETTS

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, the Architect certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone # \_\_\_\_\_

Date \_\_\_\_\_

MUST BE SIGNED AND RETURNED WITH RESPONSE

EXHIBIT G

TOWN OF DOVER, MASSACHUSETTS  
CERTIFICATE OF CORPORATE AUTHORITY

The principal, officer, or person to sign below pledges under penalties of perjury, that he or she has been designated by the Owner(s) or the Board of Directors of the below named firm as an authorized representative.

Date: \_\_\_\_\_

Signature of individual submitting bid or proposal: \_\_\_\_\_

Printed Name of Person signing the bid or proposal: \_\_\_\_\_

Title of Person signing the bid or proposal: \_\_\_\_\_

Name of Business: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_

MUST BE SIGNED AND RETURNED WITH RESPONSE

EXHIBIT H

TOWN OF DOVER, MASSACHUSETTS  
CONFLICT OF INTEREST STATEMENT

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No Consultant to, or subcontractor for the applicant has given, offered, or agreed to any gift, contribution, or offer of employment to the applicant, or to any other person(s), corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the applicant.
3. That no person(s), corporation, or other entity, other than a bona-fide full-time employee of the applicant has been retained or hired to solicit for/or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

Name of Applicant: \_\_\_\_\_

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

By: \_\_\_\_\_ Title: \_\_\_\_\_

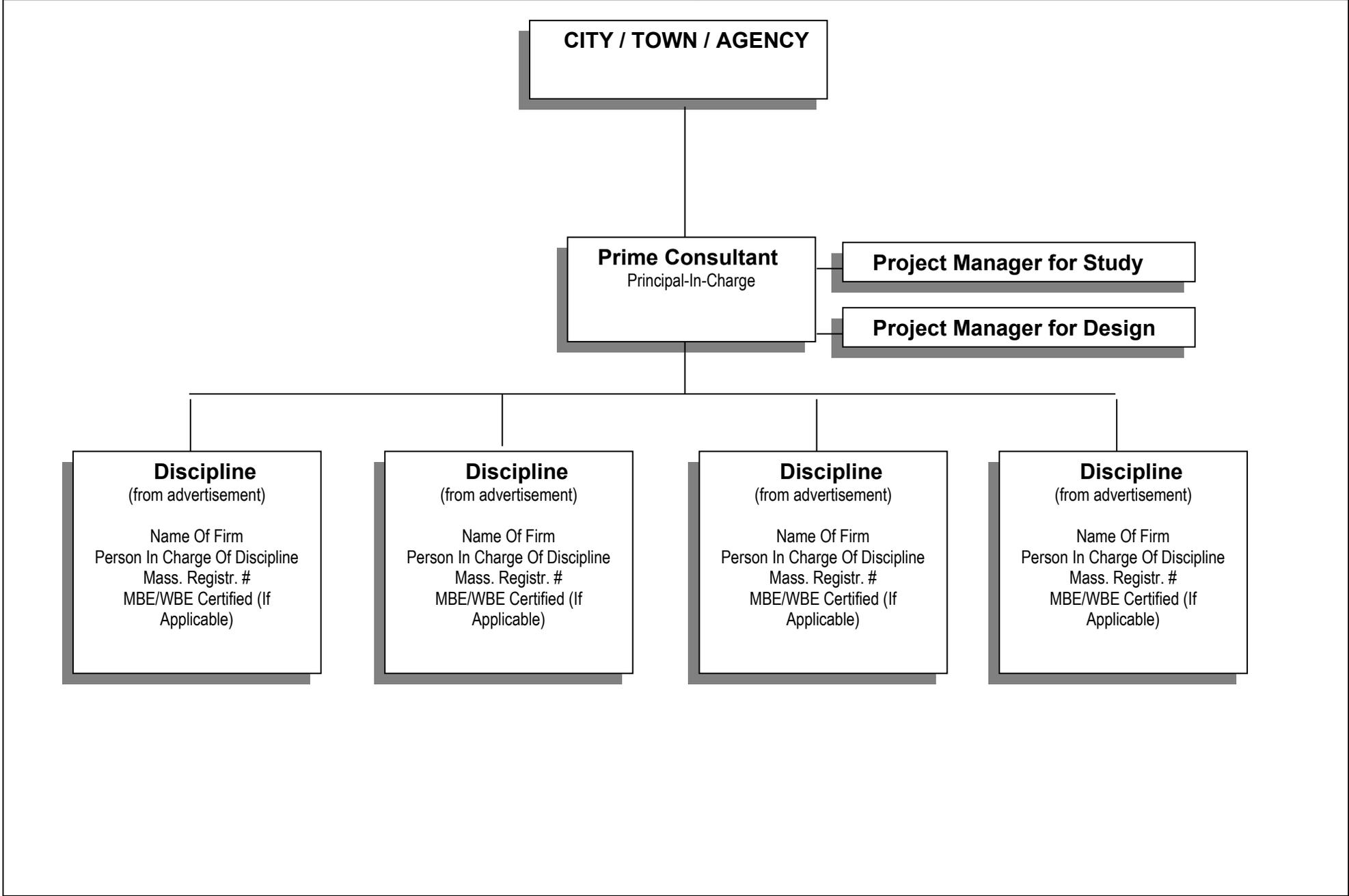
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

MUST BE SIGNED AND RETURNED WITH RESPONSE



6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/>  WBE <input type="checkbox"/>  SDVOBE <input type="checkbox"/>  VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/>  WBE <input type="checkbox"/>  SDVOBE <input type="checkbox"/>  VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)