

# AIA® Document B201™ – 2007

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

for the following PROJECT:

*(Name and location or address)*

Additions and Renovations to the Learning Center and  
Security Improvements at Aledo High School

### **THE OWNER:**

*(Name, legal status (Name and address))*

Aledo Independent School District  
1008 Bailey Ranch Road  
Aledo, Texas 76008

### **THE ARCHITECT:**

*(Name, legal status (Name and address))*

VLK Architects  
2821 West 7th Street, Suite 300  
Fort Worth, Texas 76107

*(Note: This AIA Document B201-2007, as amended, should only be used in conjunction with  
AIA Document B102-2007, as amended. This document must also contain an Exhibit A, the  
AIA Document B201-2007 Exhibit A, as amended)*

### **THE AGREEMENT**

This Standard Form of Architect's Services is part of or modifies the accompanying  
Owner-Architect Agreement (hereinafter, the Agreement) dated the \_\_\_\_\_ day  
of \_\_\_\_\_ in the year 2013.

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

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™-2007, 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™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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## ARTICLE 1 INITIAL INFORMATION

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

*(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

| See Attached AIA Document B201 Exhibit A.

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

- | .1 Commencement of construction date: Spring 2013
- | .2 Substantial Completion date: Early Spring 2014
- | .3 Final Completion date: 30 days after Substantial Completion

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall appropriately adjust~~ may mutually adjust, in writing, as appropriate, the schedule, the Architect's services and the Architect's compensation.

§ 1.4 All references in this Agreement to "Contractor" shall include "Construction Manager at Risk" as appropriate. All references in this Agreement to "Contract Sum" shall include "Guaranteed Maximum Price" as appropriate.

§ 1.5 This Agreement is subject to, and shall be construed in accordance with, the provisions of AIA Document B102-2007, as amended for the Project and executed by Owner and Architect.

§ 1.6 The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law, Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://www.tbae.state.tx.us>.

## ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary ~~structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.~~ architectural services, structural, mechanical, plumbing, and electrical engineering services; landscape design; architectural interior design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. All architectural plans, specifications or estimates shall be prepared by a registered professional architect, as required by Texas Occupations Code Chapter 1051. Any structural, mechanical, plumbing, and electrical engineering plans, specifications or estimates for construction must be prepared by a registered professional engineer, as required by Texas Occupations Code Chapter 1001.

§ 2.1.1 The Architect shall ~~manage the Architect's services, perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended, the AIA Document B102-2007, as amended for this Project, and with the AIA Document A201-2007, General Conditions of the Contract for Construction, as amended for this Project.~~ consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner, progress to the Owner through the

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issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for design defects, errors, or omissions.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants, in accordance with 19 TAC Section 61.1036. 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. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's ~~services~~, including the dates of Architect's design services and the completion of documentation required by the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final 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 and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial and Final Completion as stated in this Agreement, as amended, and within Owner's budget, as identified in Section A.1.3 of AIA Document B201 – 2007, Exhibit A, as amended. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. Architect. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager at Risk, then the Architect shall assist the Construction Manager at Risk in the preparation and periodic update of the Project schedule.

§ 2.1.4 The Architect shall ~~not be responsible for an Owner's directive or substitution made without the Architect's approval~~ review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1036, and Texas Health and Safety Code Chapter 341. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1036, and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 TAC Section 61.1036, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1036(c). Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1036, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1036. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at

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[www.tea.state.tx.us/school.finance/facilities/cert\\_2004.pdf](http://www.tea.state.tx.us/school.finance/facilities/cert_2004.pdf). In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. If Owner is using instructional facilities allotment funds for the Project which are allotted to Owner under Subchapter A of Chapter 46 of the Texas Education Code, then Architect shall consider, in the design of the Project, the security criteria developed by the Texas School Safety Center under Texas Education Code Section 37.2051. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall ~~respond to comply with~~ applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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. The Architect shall document all meetings and decisions made throughout the course of the Project and shall provide copies to the Owner and to the Construction Manager at Risk or Contractor.

§ 2.1.7 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2007, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2007 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

## § 2.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 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, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project, and Architect shall review any additional information provided pursuant to Architect's request. The Architect shall visit the Owner's Project site and shall provide to Owner a preliminary evaluation of the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the preliminary evaluation, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall also address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 2.2.3 The Architect shall present its written 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 a written~~ understanding with the ~~Owner~~ Owner's designated representative regarding the requirements of the Project.

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§ 2.2.4 Based on the Project's requirements agreed upon ~~with the Owner, in writing with the Owner's designated representative,~~ the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary ~~design,~~ design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall ~~consider~~ consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 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 designated representative's approval. This approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

### § 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~~ Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as outlined in this Agreement and/or AIA Documents B102-2007 and B201-2007 Exhibit A and as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, how to proceed.

§ 2.3.3 The Architect shall submit the Design Development ~~Documents~~ documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees by majority vote; provided, however, this approval shall not relieve Architect of



Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

§ 2.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

#### **§ 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 of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 2.1.4 of AIA Document B201- 2007, as amended. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2267.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

"By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract."

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. As required by Texas Education Agency rule 19 TAC Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project and shall certify that the design has been researched and satisfies the applicable building codes. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing 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) ~~bidding~~-bidding, competitive purchasing and procurement information that describes the time, place and conditions of ~~bidding~~-bidding or proposing, 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 Conditions), as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* All playground equipment designed by



Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1, "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act.. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of State Health Services. Texas Health and Safety Code Chapter 385. Architect shall also comply with 15 U.S.C. §8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 2.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 2.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 2.4.4** The Architect shall update the estimate for the Cost of the Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

**§ 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 designated representative's approval. However, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

**§ 2.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

## **§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES**

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

**§ 2.5.1** The Architect shall assist the Owner in identifying and investigating prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of and evaluating bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to



Owner any prior or current relationships which Architect may have had with any bidders or proposers. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

## **§ 2.5.2 COMPETITIVE BIDDING**

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

§ 2.5.2.2 The-If requested by the Owner, the Architect shall assist the Owner in bidding the Project by

- .1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The-In consultation with Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. Owner-approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

## **§ 2.5.3 NEGOTIATED PROPOSALS PROPOSALS**

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

§ 2.5.3.2 The-If requested by Owner, the Architect shall assist the Owner in obtaining proposals by

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

§ 2.5.3.3 The-In consultation with Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors. Owner-approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.



## § 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 A201-2007, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as amended for this Project, and as provided in Section 2.1.7 above.

§ 2.6.1.2 The Architect shall ~~be a representative of and~~ advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming Work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 2.6.1.3 Subject to Section 3.3, the Architect's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 ~~The Architect shall visit the site at Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests), and at other intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, (1) to evaluate the progress, quantity and quality of the Work completed, (2) to reject any observed nonconforming Work, (3) to become generally familiar with the progress and quality of the portion of the Work completed, (4) to endeavor to guard the Owner against defects and deficiencies in the Work, (5) 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, Documents and on time, and (6) to document progress of the Work, in written and photographic form. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representatives, Owner's Program Manager, if appropriate, the Contractor's project manager and/or superintendent, Architect's project representative and Architect. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, observations or evaluations by the Architect, the Architect shall keep the Owner reasonably and Owner's Contractor informed about the progress and quality of the portion of the Work completed, and shall promptly orally report to the Owner and Contractor (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Work, which notice shall be followed by notice in writing of defects and nonconforming Work noted and corrective actions taken or recommended. Any services by Architect made necessary due to Architect failure to discover a construction defect or nonconforming Work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.~~

§ 2.6.2.2 The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to~~ notify Owner of the necessity to require inspection or testing of the Work in accordance with the provisions of the Contract Documents,

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whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Construction Documents or Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2267 of the Texas Government Code.

**§ 2.6.2.3** The Architect shall interpret and ~~decide~~ make recommendations to Owner regarding 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~~ recommendations 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~~ recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, ~~shall not show partiality to either, and shall not be liable for results of interpretations or decisions~~ recommendations rendered in good faith. The Architect's Owner's decisions 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 - 2007, the Architect shall render initial decisions on Claims~~ The Architect shall promptly render initial written recommendations or interpretations on claims, disputes or other matters in question 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~~ carefully evaluate, review, and certify the amounts due the Contractor and shall issue certificates in such amounts. sign and issue certificates in such amounts, if such amounts are valid, correct and deemed due and owing, in Architect's professional opinion, within seven days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's ~~evaluation~~ observations and/or evaluations of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, in Architect's professional opinion and to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. Construction Documents and the Contract Documents, and that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject (1) to an inspection and evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. Architect in writing to Owner.

**§ 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 material suppliers and other ~~data~~ data, unless 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.

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

### **§ 2.6.4 SUBMITTALS**

**§ 2.6.4.1** The Architect shall critically review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with such reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.



**§ 2.6.4.2** ~~In accordance with the Architect approved submittal schedule, the Section 2.6.4.1, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not the Contract Documents and all laws, statutes, codes, regulations, ordinances, and requirements applicable to Architect's design services. Review of such submittals is for the purpose of determining the general accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are substantiating instructions for the installation of equipment or systems. Specific dimensions, quantities, installation and performance of equipment and systems remain the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.~~

**§ 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 shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 2.6.4.4** ~~Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information A properly-prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare deemed appropriate by the Architect, the Architect shall, on the Owner's behalf, prepare, reproduce, distribute and issue supplemental Drawings and Specifications in response to requests for information. information by the Contractor.~~

**§ 2.6.4.5** The Architect shall maintain ~~a record~~ all records 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 shall timely review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, accompanied by all supporting documentation. With prior written notice to the Owner, 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 3.3, the If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified. Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

**§ 2.6.5.1.1** ~~The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the 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. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.~~



§ 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, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. 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 Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

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

#### **§ 2.6.6 PROJECT COMPLETION**

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion, using Owner's form; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a Certificate of Final Completion, using Owner's form; a Certification of Project Compliance as described in Section 2.1.4 herein; and a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Construction Documents and 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 Construction Documents and 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's inspections shall continue until Final Completion is achieved.

§ 2.6.6.3 When the Work is found to be substantially complete and again when the Work is found to be finally complete, the Architect shall inform the Owner in writing 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 claims or liens or bonds indemnifying the Owner against claims or 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, and upon request of the Owner at any other time within one year of the date of Substantial Completion, the Architect shall, without additional compensation, inspect the Work and conduct a meeting with the Owner to review the facility operations and performance and Owner's Designated Representative to review the facility operations and performance for purposes of identifying defects, warranty issues, and proposed corrections and advising Owner in writing regarding the need for correction of the Work.

#### **ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

(Note: Indicate whether listed services are Basic Services, Additional Services, or Not Provided. These are project-specific and should be negotiated with the Architect. Please note that the Agreements made here can dramatically impact the cost of the Project. Make sure that this list is consistent with the terms of this Agreement and B201 Exhibit A.)

Any service not specified below as an Additional Service shall be considered a Basic Service.



Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming	Owner	To the extent required by 19 TAC Section 61.1036
§ 3.1.2 Multiple preliminary designs	Architect	Included in Basic Services
§ 3.1.3 Measured drawings	Architect	Included in Basic Services
§ 3.1.4 Existing facilities surveys	Owner	
§ 3.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Included in Basic Services
§ 3.1.6 Building information modeling	Not Provided	Not Provided
§ 3.1.7 Civil engineering	Architect	Additional Services
§ 3.1.8 Landscape design	Architect	Included in Basic Services
§ 3.1.9 Architectural Interior Design (B252™-2007)	Architect	Included in Basic Services
§ 3.1.10 Value Analysis (B204™-2007)	Architect and Owner	Included in Basic Services
§ 3.1.11 Detailed cost estimating	Contractor	
§ 3.1.12 On-site project representation	Architect	Included in Basic Services
§ 3.1.13 Conformed construction documents	Architect	Included in Basic Services
§ 3.1.14 As-designed record drawings	Architect	Additional Services
§ 3.1.15 As-constructed record drawings	Contractor	
§ 3.1.16 Post occupancy evaluation	Architect/Owner	Included in Basic Services
§ 3.1.17 Facility Support Services (B210™-2007)	Not Provided	Not Provided
§ 3.1.18 Tenant-related services	Not Provided	Not Provided
§ 3.1.19 Coordination of Owner's consultants	Owner	
§ 3.1.20 Telecommunications/data design	Not Provided	Not Provided
§ 3.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	Not Provided
§ 3.1.22 Commissioning (B211™-2007)	Not Provided	Not Provided
§ 3.1.23 Extensive environmentally responsible design		Not Provided
§ 3.1.24 LEED® Certification (B214™-2007)	Not Provided	Not Provided
§ 3.1.25 Fast-track design services	Not Provided	Not Provided
§ 3.1.26 Historic Preservation (B205™-2007)	Not Provided	Not Provided
§ 3.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	Not Provided

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

*(Note: If you designate the Architect to provide any Additional Services above, include a detailed description of the services here.)*

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement, if agreed by Owner in writing prior to commencement of the services. In the absence of Owner's prior agreement in writing, the Owner shall have no obligation to pay for any Additional Services performed. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3 may result in either an upward or a downward adjustment in the compensation due to the Architect. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect's consultants, but may be subject to a downward adjustment in compensation.



§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery ~~method; method.~~ after Construction Documents are complete, except when said changes are due to Architect's or Architect's consultants' errors or omissions;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared ~~Instruments of Service~~ Construction Documents necessitated by the enactment or revision of codes, laws or regulations or official ~~interpretations;~~ interpretations after Substantial Completion;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or ~~contractors;~~ contractors, to the Architect's detriment, which significantly change the services required of the Architect under this Agreement;
- .5 ~~Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 ~~Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction;~~ or construction.
- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

Services not listed above shall be considered Basic Services.

§ 3.3.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

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

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

- .1 five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the ten ( 10 ) visits per month to each Project site by the Architect over the duration of the Project during construction



- .3 two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two ( 2 ) inspections for any portion of the Work to determine final ~~completion~~ completion.

~~§ 3.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and ~~periodically~~ update the Owner's budget for the Project, ~~including when required,~~ (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. 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, shall furnish the educational program and educational specifications approved by Owner's Board of Trustees, per 19 TAC Section 61.1036. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.~~

§ 4.2 The Owner shall furnish surveys ~~to it has in its possession and which~~ describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. ~~The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~ Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate ~~recommendations~~ recommendations, unless specifically provided otherwise in Section A.2.5.1 of AIA Document B201-2007 Exhibit A.

§ 4.4 The Owner shall furnish tests, inspections and reports ~~that are 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.~~ Documents to be furnished by Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner ~~shall~~ should endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner reserves the right to communicate directly with the Contractor and the Architect's Consultants. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, for Construction, as amended for the Project and subject to Section 2.1.7 of this Agreement.~~

§ 4.7 The Owner shall provide to or obtain for the Architect and Architect's designated consultants and representatives access to the Project site prior to commencement of ~~the Work~~ the Work, to the extent such access does not disrupt

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education or infringe on the property rights of others, and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

## ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include the compensation of the Architect, the Architect or the Architect's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work-Work, or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

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

§ 5.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary 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. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; the Project with the prior consent of Owner's Board of Trustees; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

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

§ 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, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget

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~~for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.~~

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable ~~time;~~ time, and/or authorize a different construction procurement method, consistent with State law;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; ~~or~~
- .5 implement any other mutually acceptable ~~alternative;~~ alternative, or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 5.7** If the Owner chooses to proceed under Section ~~5.6.4, 5.6.4 or 5.6.6,~~ the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under this Article 5.

**§ 5.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 4 of AIA Document B102 (2007), as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

## **ARTICLE 6 COMPENSATION**

**§ 6.1** For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

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

See AIA Document B102-2007, as amended, at Section 6.1

**§ 6.2** For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:

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

Standard hourly rates attached.

**§ 6.3** For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:

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

Standard hourly rates attached.

**§ 6.4** Compensation for 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 a fee of percent (—%), (—), or as otherwise stated below:

Standard hourly rates attached.

Init.



**§ 6.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See AIA Document B102-2007, as amended, at Section 6.1, for an explanation of payment of compensation due the Architect.

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Bidding or Negotiation Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

**§ 6.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 6.7** The For purposes of Additional Services based on hourly rates, if designated in Sections 6.1-6.3, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Standard hourly rates attached.

Employee or Category	Rate
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#### ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

See AIA Document B201-2007 Exhibit A as amended.

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

**OWNER**

**ARCHITECT**

(Signature)

Bobby J Rigues

(Signature)

Leesa Vardeman AIA

(Printed name and title)

President, Owner's Board of Trustees

Aledo Independent School District

Principal

VLK Architects

**ATTEST:**

Johnny Campbell

Secretary, Owner's Board of Trustees

Aledo Independent School District



## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Thomas E. Myers, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:16:45 on 03/06/2013 under Order No. 4915695259\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2007, Standard Form of Architect's Services: Design and Construction Contract Administration, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*