



The University of Vermont

DEPARTMENT of FACILITIES DESIGN
and CONSTRUCTION

February 22, 2017

REQUEST *for* PROPOSAL

On-Campus Multipurpose Center

**ARCHITECTURAL AND ENGINEERING
SERVICES**

[Mandatory Site Visit: Wednesday, March 8, 2017](#)

Facilities Design and Construction
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GENERAL

The University of Vermont and State Agricultural College (UVM) is soliciting proposals from qualified architectural firms and their consultant teams for professional services including design, document preparation, independent cost estimating services, and construction administration for an On-Campus Multipurpose Center project. Submitting firms are to include the necessary services and associated fees for all civil, landscape, structural, mechanical, electrical, fire protection, independent cost estimating and any other consultants as required for a complete design proposal. Fees shall also include development of a minimum of five colored renderings and computer generated models for the University's use in creating marketing and fundraising materials. All proposing firms shall have experience with the design of athletic/recreation facilities, particularly in a university setting. The firm awarded the design contract will be required to affiliate with a Vermont architectural firm. The proposal for services must identify within the scope of services at a minimum, 20% of the design effort as being the work effort of the Vermont firm(s) making up your total design team. The 20% equivalent can also include the addition of other Vermont consultants as part of your design team. UVM reserves the right to approve and/or recommend the choice of all consultants proposed by the architectural firm.

It is the University's intent to contract for architectural/engineering design services and cost estimating for only the schematic design phase of the project at this time. Design development, construction documents, bidding and construction administration phase services need to be included in your proposal and will only proceed upon final approval by the University of Vermont's Board of Trustees. Board of Trustees consideration for work beyond the schematic design phase is anticipated for October 20, 2017.

BACKGROUND AND PROJECT DESCRIPTION

The University of Vermont has identified the On-Campus Multipurpose Center as its highest priority facilities need in the Capital Plan for the institution. The athletic department is located in existing facilities of the Patrick/Forbush/Gutterson Complex (PFG Complex), which includes 370,549 gross square feet (GSF). These facilities, constructed in 1961, 1980, 1990 and 1999, have been assessed as deficient and require upgrades and/or new construction to meet current programming needs.

The need to upgrade and expand UVM's facilities to better accommodate health, fitness, wellness, academic, athletic, events, and related programs has been discussed for years. In 2007, the Board of Trustees appointed its own Campus Life Task Force to conduct a detailed assessment of program needs. The Task Force Report was issued in 2009, and articulated principles that should guide the proposed project, including:

- 1) Reflect and support the mission and values of the University
- 2) Integrate academic components into the program

- 3) In a highly student-centered way, meet the breadth and depth of wellness, recreation, fitness, athletic, and event/activities needs of UVM's active, diverse community
- 4) Maximize cost savings through utilization of existing facilities and co-location of new ones
- 5) Build community in an imaginative, integrated way
- 6) Embody the outdoor, natural spirit of Vermont
- 7) Be a model of environmental stewardship
- 8) Compare well with our peer institutions
- 9) Assist in the recruitment, retention, and success of students, faculty, and staff
- 10) Allow the intercollegiate athletic program to compete and thrive, with particular attention to the success of the "student-athlete"

The University has recently completed a conceptual design phase to address the priority areas of the complex. This conceptual design (provided as an attachment) utilizes a combination of new construction and renovation to accommodate the needs of the athletic department programs and will be the basis for taking this project into the schematic design phase. The design creates a natural progression/sequence for new construction as well as renovations to the existing facility. Therefore, the design process going forward will require the sequence to be formalized as discrete phases for design, construction and estimating.

The selected firm will enter into a contract with the University of Vermont to provide program validation, site analysis, and the development of the schematic design phase with associated drawings and cost estimates. The schematic design and cost estimates will be presented to the Board of Trustees on October 20, 2017. Upon the successful approval to continue the design process by the Board at the October meeting, it is the intention of the University to contract with the selected firm to provide design development and construction documents. A final approval at the October 2018 Board meeting will extend the services to include construction administration services, project closeout and warranty as part of the basic services for this project.

PROJECT GOALS AND EXISTING BUILDING CHALLENGES

The Athletic Department encompasses the full spectrum of health, wellness, recreation and varsity sports programming. The conceptual design was developed to address the following goals:

- Dramatically enhance and consolidate health and wellness space.
 - Created a new health/wellness zone
 - Dedicated student health/wellness space increases from 15,000 SF to 86,000 SF
- Create a true multipurpose center that includes health, wellness, academic, social, cultural and athletic programming elements
- Maintain two separate on-campus facilities for hockey and basketball
 - Gutterson is preserved, improved and remains the home of UVM Hockey

- A new, properly sized Events Center is built to house academic, social, cultural and entertainment events as well as basketball practice and competition
- Events Center and Gutterson are integrated
- Address long-standing deferred maintenance issues
- Improve internal circulation
- Highly efficient concept that includes significant re-use of existing space and limited new construction to dramatically enhance health/wellness and athletics

In addition, the existing building complex has numerous building challenges:

- Opened in 1963; facilities no longer meet current athletic or recreational planning standards
- Functioning at or beyond their full capacity
- Majority of spaces are undersized
- Universal accessibility is limited
- Maintenance program has extended the lifespan of the facilities
- Building systems have reached the end of their typical useful life
- Wayfinding throughout complex is difficult through multiple corridors

DESIRED OUTCOME

In the attempt to meet all of the stated goals and to address the existing building challenges, the following remains the desired outcome for the successful project:

- Expand and upgrade fitness/recreation/wellness/intramural facilities for use by the entire University, including all associated support facilities
- Create tangible academic support space; classrooms and study space
- Upgrade competitive venues for hockey and basketball, including practice facility availability and improved athlete support facilities; locker rooms, training, meeting space and administrative/coaches offices
- Dual use of air conditioned venues for other events; speakers, concerts, cultural events and community programs
- Renovate and upgrade existing spaces in need of systems/ safety/ circulation/ ADA/cosmetic improvements and reconfiguration
- Devise a longer-term phasing opportunity for issues that cannot be addressed at this time; aquatic center, indoor turf, and outdoor tennis

ANTICIPATED SCOPE OF WORK AND SCHEDULE

The Architectural team will provide schematic design, design development, construction documents, construction administration services, project closeout and warranty as part of the basic services requested. Submitting firms will include the services of a professional cost estimator in their fee to prepare three (3) estimates as follows: one each at the completion of schematic design and design development and at 50% completion of construction documents. The University expects to retain a preconstruction services firm to

provide concurrent estimates to be reconciled with the architect's schematic, design development, and 50% construction documents estimates.

The anticipated design and construction schedule is as follows:

- *Complete schematic design and estimate reconciliation* *October 1, 2017*
- *Present schematic design to Board of Trustees* *October 20, 2017*
- *Complete design development, construction documents and estimate reconciliations* *October 1, 2018*
- *Complete bid phase* *January 1, 2019*
- *Begin construction on new Events Center* *April 1, 2019*
- *Complete construction of new Events Center* *October 1, 2020*
- *Begin renovation of Health/Wellness/Recreation Space* *December 1, 2020*
- *Complete renovation of Health/Wellness/Recreation Space* *December 1, 2021*

The architect and the University's project manager shall coordinate with UVM's Campus Planning Services for permit submission and presentation. The project will go through the internal campus master planning review process, as well as local and state permitting. It may be necessary to provide presentation materials for public information meetings and Neighborhood Planning Assemblies.

This project may be considered by the City to be a "major impact" and as such will require a more extensive municipal zoning process, which may include multiple presentations to the Conservation Board, the Design Advisory Board and the Burlington Development Review Board.

The State of Vermont will also require state permits that include detailed storm water and environmental review, as well as a statewide land use permit. Permit requirements are quite detailed and include strict standards for building efficiency and construction waste recycling, among other items. Full permitting can take 4-6 months, on average.

Firms and individuals considering this RFP should not contact city or state offices to obtain additional information. All inquiries must be directed through the UVM project manager.

The selected firm shall complete *The University of Vermont's Architect-Engineer (A/E) Checklist of Services* attached hereto. The Checklist identifies those services to be completed throughout the three phases of design of this project.

SUSTAINABLE DESIGN

Sustainable design practices must be followed for this project. In support of the University's "Environmental Design in New and Renovated Buildings" policy, it is UVM's intent to register this project with the U.S. Green Building Council (USGBC), and to pursue, at a minimum, a LEED™ silver level certification. It is highly recommended that the project team design for a gold level certification. This requires the consideration and evaluation of all LEED credits for the project until it is determined it is not feasible to

attain the credit. As many credits from the applicable LEED™ checklist as possible shall be achieved, from pre-construction through construction and owner occupancy.

The lead architect will identify a representative from their team to collect and submit the required LEED™ credit information to the USGBC.

The University may also retain a LEED™ accredited professional to audit the documentation. A third-party commissioning agent will be hired by UVM for the project. A third party building envelope commissioning agent may also be hired by UVM for the project.

PROJECT SCHEDULE

The proposed project schedule is as follows:

<i>Wednesday, February 22, 2017</i>		<i>Legal notice in the Burlington Free Press</i>
<i>Wednesday, February 22, 2017</i>		<i>Request for Proposal available</i>
<i>Wednesday, March 8, 2017</i>	<i>2:00 PM</i>	<i>Mandatory Campus Site Visit</i>
<i>Tuesday, March 14, 2017</i>	<i>2:00 PM</i>	<i>Deadline for Questions</i>
<i>Tuesday, March 21, 2017</i>		<i>Addendum to be Issued (if necessary)</i>
<i>Wednesday, March 29, 2017</i>	<i>2:00 PM</i>	<i>Request for Proposals Due</i>
<i>Week of April 17, 2017</i>		<i>On-campus Interviews with Short Listed Firms</i>
<i>Tuesday, May 9, 2017</i>		<i>Schematic Design Start Date</i>

PROJECT BUDGET

The estimated target Construction Cost (Cost of Work) to be used to calculate fees is Sixty-Two Million Dollars (\$62,000,000).

METHOD OF CONSTRUCTION

UVM expects to utilize pre construction services through the design phases and then to complete this project using a general construction delivery method. The form of contract is anticipated to be AIA A101 Standard form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum and AIA A201 General Conditions of the Contract for Construction, with language modified by the University.

PROPOSAL REQUIREMENTS

Please submit fifteen (15) hard copies and one (1) electronic copy **emailed to arch@uvm.edu** of your proposal **tabbed and labeled** per this list (by item number):

1. Provide a brief description of your firm, type of ownership, length of time the firm has been in existence, number of personnel, and business approach.
2. Introduce your proposed project team, including consultants. Provide the resumes of all personnel to be assigned to the project, including the relevant experience that each

team member will bring to the project. Identify and define the individual roles. Describe how the team has worked together previously on completed projects of similar scope.

3. Provide a list of at least three similar projects your firm/team has undertaken within the last five years including; description, size, original estimated cost as compared to original bid amount, final cost, date of completion, and owner. All of the projects must have a construction cost greater than Thirty Million Dollars (\$30,000,000) and include significant University health, wellness, recreation and Division 1 athletic programming elements. Provide a current contact person, telephone number and email address for all references.
4. Provide at least one example of a similar multipurpose facility with sustainable design (can be one of the above projects). Indicate LEED™ certification status, describe in detail design solutions to achieve sustainable design; include the cost increases or savings, both capital and operating, that were associated with this design.
5. Comment on the design and construction time frame proposed by UVM for the project. Is this realistic and achievable from your firm's perspective? Include your anticipated schedule for completion of each design phase, allowing time for owner reviews, and estimate reconciliation in order to meet the construction start date for the project.
6. Provide a list of current and pending project commitments by your firm.
7. Provide a fee proposal for the project per the attached Fee Proposal Matrix. Provide the methodology for charging for "additional services" including rate schedules. Provide an estimate of reimbursable expenses with a proposed lump sum not-to exceed amount. Include an hourly rate sheet for all firms carried in the proposal.
8. In the past ten years, has your firm (1) had claims made against it for claimed amounts in excess of \$25,000 per project **or** (2) had any arbitration actions or lawsuits initiated against it - for any claimed damages or losses arising out of services your firm has supplied to owners or clients who have hired your firm?

If so, please describe the date(s) and parties involved in such claims, and describe the nature of the dispute, and if a lawsuit was filed, please identify the court where such suit was filed.
9. Provide proof of ability to furnish liability insurance covering claims arising out of negligent acts, errors, and omissions in rendering or failing to render professional services as required per the contract (attached).

PROPOSAL SELECTION CRITERIA

The University will use the following criteria to evaluate the proposals:

- Firm's recent and demonstrated experience in designing successful multipurpose athletic and events facilities in a university setting, especially ones similar in size and nature to this project.
- Expertise, experience, and qualification of the design team proposed for the project.
- Expertise, experience, and qualifications of the consultants proposed for the project.
 - Favorable responses from references.
 - Fee proposal, estimated reimbursable expenses, and hourly rate schedules.

The University may elect to solicit additional information from certain firms and award a contract to the most responsible bidder providing the best value to UVM based on the selection criteria. The University reserves the right to reject any or all proposals.

BUILDING COMMITTEE

The selection committee will consist of the following University of Vermont personnel:

Senior Advisor to the President and Provost
 Vice President, Division of University Relations and Administration
 Director of Athletics
 Associate Athletic Director
 Student/Academic Services Manager
 Director of Capital Planning and Management
 Director of Campus Planning Services
 Director of Facilities Design & Construction
 Director of Physical Plant
 University Architect, Facilities Design & Construction
 Senior Construction Field Coordinator, Facilities Design & Construction

PROPOSAL TERMS

- Firms choosing to submit a proposal certify that they have reviewed the conditions of the **non-negotiable** AIA B102 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services and B201 Standard Form of Architect's Services: Design and Construction Contract Administration, with language modified by the University, and that they will enter into this agreement with The University of Vermont if selected for this project. A copy of this agreement is attached.
- The University as an Instrumentality of the State of Vermont is governed by specific freedom of information laws. No aspect of the proposal(s) should be considered confidential. The University will not make the proposal(s) available for public review unless a request is presented in writing and the Office of the General Counsel determines the University is required to make the proposal(s) public under the freedom of information laws.

MANDATORY CAMPUS SITE VISIT AND INFORMATIONAL MEETING

The mandatory campus site visit and informational meeting will be held Wednesday, March 8, 2017, at 2:00 PM. At least one representative from the design team will be required to attend. The meeting will convene at the Dudley H. Davis Center Livak Ballroom. Please view the following website for directions and parking information. <http://www.uvm.edu/~tpswwww/>.

QUESTIONS

Verbal questions will be answered at the campus site visit and informational meeting. All other questions should be addressed in writing no later than 2:00 PM, Tuesday, March 14, 2017, to arch@uvm.edu.

PROPOSAL DEADLINE

Fifteen (15) hard copies and one (1) electronic copy **emailed to arch@uvm.edu** of your proposal are due by 2:00 PM, on Wednesday, March 29, 2017, at the following address. Proposals received after that time will not be considered.

The University of Vermont
Department of Facilities Design and Construction
31 Spear Street, Marsh Hall, Suite 10
Burlington, VT 05405-0344
Attn: Paula Carlaccini, Director of Facilities Design & Construction

The University may elect to solicit additional information from certain firms. The University reserves the right to reject any and all proposals.

END OF REQUEST FOR PROPOSAL

Attachments:

- On-Campus Multipurpose Center Fee Proposal Matrix
- Architect-Engineer Checklist of Services
- On-Campus Multipurpose Center Concept Design Drawings
- AIA B102 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services and Exhibits
- B201 Standard Form of Architect's Services: Design and Construction Contract Administration and Exhibits

Link to: Campus Master Plan & Design Guideline, May 2006:
<http://www.uvm.edu/~plan/?Page=campusmasterplan.html&SM=campusmasterplanmenu.html>

On-Campus Multipurpose Center Architect-Engineer (A-E) Checklist of Services

The following architectural and engineering checklist defines the requirements for University of Vermont construction project design submissions. It is meant as a guide for obtaining uniformity and coherence in the presentation of design documents.

It is imperative that the A/E and consultants recognize that the UVM reviews are general in nature; that the detailed checking for technical accuracy, sufficiency, and coordination is the sole responsibility of the A/E and his consultants. Not-with-standing UVM approval, the A/E shall remain liable for all damages resulting from design errors and negligent performance by the A/E or its consultants.

All review comments shall be incorporated into the design documents prior to subsequent design phase submissions, unless the reviewer directs the A/E to disregard the comment. In this event, the A/E shall record such a direction in the A/E response column.

The A/E shall provide a written reply to all comments prior to the next submission. If the A/E intends to disregard a comment, the A/E shall provide a written explanation of variance with the comment to UVM within seven (7) days after receipt of the UVM review comments.

Identify phase for each submission: Schematic Design, Design Development, 35% Construction Documents, and 85% Construction Documents.

Schematic Design (SD) Phase Submission 35%

The SD documents must be submitted to UVM for design review and approval.

Detailed Information: Schematic design phase submissions at a minimum shall include the following requirements, as applicable to the project. All plan drawings shall indicate the north arrow, column lines and the scale of the drawing.

A. Site/Landscape

All site documentation shall:

- Be coordinated with similar activities in other disciplines

1) Drawings

- a) Existing site plan
 - (1) Vicinity Plan
 - (2) Location of benchmark that will control all project elevations
 - (3) Demolition Plan
 - (4) Facilities that may have interruption of any utility
 - (5) Orient north to be the top of the drawings in plan view
 - (6) Major landscaping
 - Major trees and memorial vegetation
 - Fences and barriers
 - (7) Site features and conditions
 - Existing contours, especially at major grade changes

- Building footprint
- Setbacks
- Preliminary geotech information
- Proposed soil boring locations
- Seismic conditions
- Identifiable site constraints
- Utility lines
- Manholes, drains, utility access
- Security features
- Known historic or archaeological impact items
- (8) Paved surfaces
 - Major streets
 - Vehicular routes
 - Curbs
 - Walks
 - Pedestrian access routes
 - Bicycle paths and parking
 - Parking with handicapped locations
 - Service areas
 - Other paved areas
- (9) Existing structures
- (10) Existing buildings
- (11) Buildings/Structures/other items to be demolished or removed
- (12) Other elements
 - Nuisance land uses
 - Convenience nodes (mass transit, drop off area)

2) Reports/Calculations

- a) Basis of Design report
 - (1) Analysis/description of conceptual design
 - Design objectives
 - Environmental determinants
 - Site utilities
 - Land forms
 - Site lighting
 - Pest management
 - Irrigation system
 - Lawns and plantings based on programming
 - Grading
 - Physical site characteristics
 - Impact of building on site
 - Impact of site on building
 - (2) Concept plan for drainage and grading
 - (3) Demolition requirements
 - (4) Alternative materials, systems, and equipment
 - Site utilities
 - Fire protection
 - Paving

B. Architectural

All architectural documentation shall:

- Be coordinated with similar activities in other disciplines
- Update LEED scorecard, provide submissions

1) Drawings

- a) Floor Plans
 - (1) Demolition plan of each level
 - Limit of demolition work
 - (2) Floor plan of each level – New work
 - Area names

- ◆ Room names
- ◆ Public areas
- ◆ Service areas
- Column lines
- North Arrow
- Capacity information (Number of people, seating, etc.)
- Departmental assignments, if known
- Floor elevations in coordination with civil
- Light wells
- Mechanical areas
- Multilevel spaces
- Partition locations
- Planning grid or module
- Preliminary equipment and description
- Relative wall thickness
- Security features
- Skylights
- Vertical transportation
- (3) Fire protection and means of egress plan
 - List features required by code
 - List features required by NFPA Standard 101 and FM Global
 - Fire protection analysis
 - Fire areas
 - Fire walls
 - Smoke zones
 - Travel distances
 - Areas of refuge
- b) Interiors
 - (1) Interior space allocation and utilization plan
 - Indicate major materials and systems
- c) Exterior
 - (1) Building exterior elevations
 - Finish grades
 - Major floor elevations above and below grade
 - Exposed mechanical and electrical equipment
 - Description of various design features
- d) Sections
 - (1) Building section (cross and longitudinal)
 - Relative thickness of floors
 - Relative thickness of walls
 - Major floor elevations
 - Finish grades
 - Major room names
 - Important site easements
 - Significant mechanical and electrical equipment
 - Relationship to site contours
 - Above-ceiling zoning analysis
 - Typical wall sections
 - Set interstitial space dimensions
 - Set floor-to-floor dimensions

2) Reports/Calculations

- a) Basis of Design report
- b) Architectural program
- c) Code analysis
 - (1) Define building type
 - (2) Define use category
- d) Area analysis
 - (1) Gross area tabulations
 - (2) Area tabulations for net and gross design areas by floor

- (3) Space tabulation of net by room
- e) Alternative materials, systems, and equipment
- f) Description of Green/Sustainable Design elements included (LEED scorecard)

C. Structural

All structural documentation shall:

- o Be coordinated with similar activities in other disciplines

1) Drawings

- a) Floor Plans
 - (1) Demolition plan of each level
 - (2) Building outline – plan view with column lines related to architectural plan
 - (3) Indicate contemplated column footprint size
 - (4) Column lines
 - (5) North Arrow
- b) Sections
 - (1) Indicate contemplated beam configuration and depth
 - (2) Indicate interstitial levels

2) Reports/Calculations

- a) Basis of Design Report
 - (1) Systems outlines
 - (2) Development of conceptual design solutions in coordination with other disciplines
 - (3) Design live loads and design wind loads stated
 - (4) Two possible structural systems
- b) Indicate status of obtaining geotechnical data for structural design
- c) Code analysis

D. Mechanical

All mechanical documentation shall:

- o Be coordinated with similar activities in other disciplines

1) Drawings

- a) Floor Plans
 - (1) Demolition plan of each level
 - o Limit of demolition work
 - (2) New work plan of each level
 - (3) Locate new and existing mechanical HVAC equipment
 - (4) Layout out major components
 - (5) Coordinate locations and size of mechanical rooms with architectural plans
 - (6) Coordinate locations and size of vertical shafts with architectural plans
 - (7) System flow diagrams indicating the basic arrangement, general distribution concept, and key features of each mechanical system
 - (8) Identify connections to major utilities
 - o Steam
 - o Chilled water
 - o Natural gas
 - (9) Indicate intakes and exhausts relationships to:
 - o Loading docks
 - o Emergency generator
 - o Adjacent buildings
 - o Wind direction

2) Reports/Calculations

- a) Basis of Design report
- b) Code analysis
- c) Design conditions
 - (1) Outside air temperature
 - (2) Inside air temperature

- (3) Air changes
- (4) Relative humidity
- (5) Utility pressure
- (6) Methodology for utility demands
- d) Requirements for HVAC services
- e) Special requirements
 - (1) Fume hood
 - (2) Biosafety cabinet
 - (3) Other local exhaust requirements
 - (4) Constant-temperature rooms
 - (5) Clean rooms
 - (6) Chemical storage
- f) Overall HVAC system concepts
- g) Equipment type and redundancies
- h) Energy recovery systems
- i) Preliminary equipment sizes based on building gross square feet area
- j) Preliminary energy budget
- k) Life-cycle cost analysis
- l) Analysis of conceptual design solutions
 - (1) Energy source
 - (2) Energy conservation
 - (3) Heating and ventilating
 - (4) Air conditioning
- m) Alternative materials, systems, and equipment
- n) Design intent and scope of systems
- o) Systems outline for proposed projects
- p) Systems redundancies

E. Plumbing

All plumbing documentation shall:

- o Be coordinated with similar activities in other disciplines

1) Drawings

- a) Floor Plans
 - (1) Demolition plan of each level
 - o Limit of demolition work
 - (2) New work plan of each level
 - (3) Locate new and existing plumbing equipment
 - (4) Layout out major components
 - (5) System flow diagrams indicating the basic arrangement, general distribution concept, and key features of each plumbing/piping system
 - (6) Coordinate locations and size of vertical shafts with architectural plans
 - (7) Identify connections to major utilities
 - o Steam
 - o Chilled water
 - o Natural gas
 - o Water
 - o Special water (deionized, R.O.)
 - o Sewer
 - o Specialty gases (systems or tanks)
 - o Vacuum
 - o Compressed air

2) Reports/Calculations

- a) Basis of Design report
- b) Code analysis
- c) Basic system arrangement and zoning
- d) Primary features
- e) General sizing criteria (Flow and Pressure)
- f) Equipment type and redundancies

- g) Provisions to be included for future loading and flexibility
- h) Outline of proposed system materials
- i) Present conditions
- j) Requirements for plumbing services
- k) Special requirements, i.e. booster systems
- l) Water supply analysis/test results specific to building site
 - (1) Hazardous waste
 - (2) Waste recovery
- m) Overall plumbing system concepts
- n) Analysis of conceptual design solutions
- o) Alternative materials, systems, and equipment
- p) Plumbing calculations

F. Fire Protection

All fire protection documentation shall:

- o Be coordinated with other disciplines

1) Drawings

- a) Floor Plans
 - (1) Demolition plan of each level
 - o Limit of demolition work
 - (2) New work plan of each level
 - (3) Locate new and existing fire protection equipment or systems
 - (4) Layout out major components

2) Reports/Calculations

- a) Basis of Design report
- b) Code analysis
- c) Present conditions
- d) Requirements for fire protection
- e) Requirement for a fire pump and preliminary size
- f) Overall system concepts
- g) Analysis of conceptual design solutions
- h) Alternative materials, systems, and equipment
- i) Calculation of the required water supply
- j) Hydrostatic flow test
- k) Preliminary sprinkler water supply calculations
- l) Schematic plans with overall fire protection concepts
- m) Special fire suppression systems
 - (1) Descriptions
 - (2) Locations
 - (3) Justification for use
- n) Integrated fire alarm
- o) Protection analysis report for each alternative

G. Electrical

All electrical documentation shall:

- o Be coordinated with other disciplines

1) Drawings

- a) Site Plans
 - (1) Locate connection to medium voltage distribution
 - (2) Locate emergency generators
 - (3) Indicate demolition work
- b) Floor Plans
 - (1) Demolition plan of each level
 - o Limit of demolition work
 - (2) New work plan of each level
 - (3) Locate electrical distribution equipment
 - (4) Coordinate locations and size of electrical rooms/closets with architectural plans

- (5) Single line indication of major feeder routes
 - (6) Tentative layouts of components
 - (7) Lighting plans
 - o Location of lighting fixtures
 - o Type of lighting fixtures
 - (8) Coordinate locations of vertical shafts with architectural plans
- c) Riser Diagram for normal and emergency power distribution

2) Reports/Calculations

- a) Basis of Design report
 - (1) Code analysis
 - (2) Description of primary service available
 - (3) Overall electrical system concept
 - (4) Analysis of conceptual design solutions
 - (5) Description of all proposed systems
 - (6) Description of emergency power system
- b) Electrical load calculations

H. Telecommunications

All telecommunication documentation shall:

- o Be coordinated with other disciplines

1) Drawings

- a) Site Plans
 - (1) Locate connection to telecommunication distribution
 - (2) Indicate demolition work
- b) Floor Plans
 - (1) Demolition plan of each level
 - o Limit of demolition work
 - (2) New work plan of each level
 - (3) Locate new and existing telecommunication equipment
 - (4) Coordinate locations and size of telecommunication rooms/closets with architectural plans
 - (5) Single line indication of major pathway routes
 - (6) Coordinate locations of vertical shafts with architectural plans
- c) Riser Diagram for telecommunication distribution

2) Reports/Calculations

- a) Basis of Design report
 - (1) Description of telecommunication service available
 - (2) Overall telecommunication system concept
 - (3) Analysis of conceptual design solutions
 - (4) Description of all proposed systems (Public address, audio/visual system, distributed antenna system, etc.)

I. Specifications

- 1) General conditions of contract coordinated with the University of Vermont's 'General Requirements for Working at the University of Vermont'
- 2) Outline of specifications or itemized list with criteria and quality standards

J. Costs

Cost analysis

- o Prepared by independent professional estimating firm
- o Cost estimates reconciled with Owner's independent cost estimator

Design Development Phase Submission

The DD documents must be submitted to UVM for design review and approval.

Design development phase submission, at a minimum, shall include following requirements as applicable to the project in addition to the requirements from the schematic design phase. All plan drawings shall indicate the

north arrow, column lines, and the scale of the drawing.

The Architect shall coordinate with the University of Vermont's Campus Planning Services Department for permit submission and presentation.

A. Site/Landscape

All site documentation shall:

- Be coordinated with similar activities in other disciplines

1) Drawings

a) Plans

- (1) Vicinity Plan updated as required
- (2) Location of signage
- (3) Details
- (4) Existing Site Plan updated as required
 - Facilities that may have interruption of any utility
- (5) Proposed site plan
 - Existing site information
 - Building footprint
 - ◆ Spot elevations at building
 - Proposed contours
 - Key design elements
 - Major landscaping
 - Utility lines
 - Concept plan for drainage and grading
 - Vehicular access routes
 - Parking area
 - Loading dock location and proposed access route
 - ◆ Coordinate location of loading docks such that they are not near air intakes
 - Proposed pedestrian access routes
 - Proposed service areas
 - Construction access/lay down information
 - ◆ Location for excavated material
 - ◆ Site access routes for transporting/delivering project supplies
 - ◆ Staging areas
 - ◆ Construction office trailer locations
 - ◆ Utility hookups, construction trailer
 - Limits of work showing location of site fence
 - Indication of future surrounding improvements

2) Reports/Calculations

a) Basis of Design report

- (1) Establish final scope
 - Relationships
 - Form
 - Size
 - Appearance
- (2) Utilities statement: Companies, agencies, individual contact
- (3) Analysis/description of conceptual design solutions
- (4) Site safety plan
 - Fire protection
 - Hazardous material handling
- (5) Storm water management report
- (6) Erosion/sediment control report
- (7) Concept plan for drainage and grading
- (8) Demolition requirements
- (9) Alternative materials, systems, and equipment

B. Architectural

All architectural documentation will:

- Be coordinated with similar activities in other disciplines

1) Drawings

a) Plans

- (1) Demolition plan of each level
- (2) Floor plans of each level
 - Identification of existing and new construction
 - General notes
 - Enlarged plan bubbles
 - Shelving and special features
 - Fixed equipment
 - Portable equipment
 - Other penetrations
 - Access areas/area ways
 - Door schedules
 - Finish schedules
 - Double line plans with precise wall thickness
 - All programmed rooms
 - Equipment rooms
 - Electrical rooms
 - Telephone closets
 - Mechanical rooms
 - Shafts
 - Circulation corridors
 - Stairs
 - Ladders
 - Elevators
 - ◆ Number
 - ◆ Type
 - ◆ Size
 - Automatic conveyances
 - Room names
 - Department or area names
 - Planning grid
 - Structural grid
 - Floor elevations
 - Equipment
 - Furnishings and other space-defining elements
 - Multilevel spaces
 - light wells
 - Significant mechanical equipment
 - Significant electrical equipment
 - Capacity information (Number of people, seating, etc.)
 - Overall dimensions
 - Plan and layout of typical or repetitive spaces
 - Fire protection
 - ◆ Fire walls
 - ◆ Smoke walls
 - ◆ Smoke zones
- (3) Roof plan
 - Major roof elements
 - ◆ Skylights
 - ◆ Hatches
 - ◆ Major mechanical equipment
 - ◆ Major electrical equipment
 - ◆ Elevator machine rooms
- (4) Reflected ceiling plan
 - Suspended ceiling grids
 - Lighting fixtures
 - Diffusers

- Registers
- Sprinkler heads
- Areas of special interest
- Major components
- (5) Fire protection egress plan
- b) Interiors
 - (1) Interior space allocation and utilization plan
 - Establish the final scope relative to interior construction
 - Finish Schedule
 - ◆ Finishes
 - ◆ Colors
 - ◆ Special interior design features
 - Furniture and equipment
 - ◆ Furnishings
 - ◆ Equipment selections
 - ◆ Materials
- c) Interior Elevations
 - (1) Building interior elevations
 - Typical spaces
 - Major spaces
 - Areas of special interest
 - Areas of special complexity
- d) Exterior Elevations
 - (1) Building exterior elevations
 - Indicate all surface materials for all areas
- e) Sections and Details
 - (1) Building Sections
 - Set floor-to-floor dimensions
 - Establish floor elevations
 - Set interstitial space dimensions
 - (2) Wall sections
 - Typical wall sections
 - ◆ At window
 - ◆ At solid wall
 - ◆ At parapets and roofs
 - ◆ At finished grades and footings
 - (3) Construction sections
 - Typical stairways
 - Typical elevator shaft and machine room
 - Utility coordination cross-sections

2) Reports/Calculations

- a) Basis of Design Report
- b) Area analysis
- c) Alternative materials, systems, and equipment
- d) Outline of program
- e) Design description narrative
- f) Design concepts and objectives
- g) Tabulation of net and gross areas
- h) Growth potential
- i) Description of Green/Sustainable Design elements included
(LEED scorecard can be used to communicate intent even if certification is not intended)
- j) Alternate schemes
- k) Building envelope analysis
 - (1) Recommendations for overall building envelope
 - (2) Review of thermal vapor flow and moisture
 - (3) Recommendation for vapor barriers
 - (4) Recommendation for vapor isolation
 - (5) Coordinate with Owner's Building Envelope Consultant
- l) Asbestos report – Provided by the University

- m) Vertical transportation recommendations
 - (1) Elevators
 - Number
 - Type
 - Size
 - Weight capacity
 - Speed
 - Arrangement
 - (2) Other requirements

C. Structural

All reports and documentation will:

- Be coordinated with similar activities in each discipline

1) Drawings

- a) Floor plans
 - (1) Demolition Plan
 - (2) Structural floor plans, each level coordinated with architectural development
 - Indicate soil bearing capacities
 - Indicate potential structural framing system that coordinates with architectural and suitable for vibration transmission limitation required by scientific program
 - Fixed column reference lines
 - Basic structural system and dimensions
 - Bearing walls
 - Major bracing locations
 - Locate typical bay – relate to architectural
 - Preliminary sizing of major components
 - Columns
 - All framing members identified
 - ◆ Girders
 - ◆ Beams
 - ◆ Joists
 - Indicate structural framing systems
 - (3) Structural foundation plans
 - Footings
 - Foundation walls
 - Retaining walls
 - Grade beams
 - (4) Details
 - Foundation details
 - Typical framing details
 - Sub drainage
 - Waterproofing
 - Damp proofing

2) Reports/Calculations

- a) Basis of Design report
 - (1) Existing conditions
 - Underlying soil-bearing capacities
- b) Calculations for support of Hydronic and hydraulic piping
- c) Vibration requirements and analysis
- d) Summary of structural systems requirements
- e) Fire-resistive construction requirements
- f) Development of alternatives
 - (1) Foundation design criteria
 - (2) Coordination with piping systems that require support
 - (3) Laboratory vibration analysis
 - (4) Final structural design criteria
 - (5) Comparative cost analysis of at least two structural systems
- g) Critical coordination clearances

- h) Column schedules

D. Mechanical

All mechanical documentation will:

- o Be coordinated with similar activities in other disciplines

1) Drawings

- a) Floor Plans
 - (1) Demolition plan
 - (2) Locate associated existing mechanical equipment
 - (3) Indicate connection to major utilities
 - (4) Block layouts of mechanical spaces
 - o Layout of major components in equipment rooms
 - o Approximate equipment sizes and capacities
 - o Required space for equipment
 - o Required chases and clearances
 - o Acoustical and vibration control
 - (5) Energy conservation measures
 - (6) Shafts
 - (7) Mechanical Plan showing ducts
 - (8) Double line drawing of ducts >150 mm (6 in.)
 - (9) Single line drawing of ducts ≤150 mm (6 in.)
 - (10) Indicate size of ducts
 - (11) Indicate insulation/moisture prevention
 - (12) Location of supply diffusers, return and exhaust grilles, coordinated
 - (13) Reflected ceiling plan
 - (14) Location of all equipment
- b) Legend
- c) Special or complex ductwork
- d) Drawing sections through equipment rooms
- e) Typical ductwork details
- f) Details of unique conditions
- g) Air conditioning systems
- h) Exhaust systems
- i) Refrigeration systems
- j) Process systems
- k) Equipment schedules
- l) Air conditioning schedules
- m) Ventilation units schedules
- n) Refrigeration elements schedules
- o) Fans schedules
- p) Pumps schedules
- q) Specialty system
- r) System diagrams (one line flow and control diagrams)

2) Reports/Calculations

- a) Basis of Design report
 - (1) Plant analysis
 - (2) Design intent and scope of systems
 - (3) Systems outline for proposed project
 - o Heating source
 - o Refrigeration source
 - o HVAC systems
 - o Energy conservation
 - o Redundancies
 - o Building & energy management systems
 - (4) Indoor design conditions U-value calculations
 - (5) Outdoor design conditions U-value calculations
 - (6) Theoretical water vapor migration
 - (7) Dew point and condensation potential

- b) Room by room load calculations for space cooling and heating
- c) Ductwork sizing in plenums and shafts
- d) Energy analysis for at least three HVAC systems
- e) Building energy model
- f) Life cycle cost analysis
- g) Energy recovery analysis
 - (1) Energy conservation analysis
- h) Connected load requirements
- i) Wind analysis and laboratory exhaust plume study
- j) Pressurization analysis
- k) Energy study
- l) Sizing calculations for ducts
- m) Combustion air supply calculations
- n) Boiler plants
- o) Ventilation systems
- p) Heating system
- q) Calculations for fan pressures and pump heads
- r) Calculations for required sound attenuation of major fans
- s) Calculations for process systems

E. Plumbing

All plumbing documentation will:

- o Be coordinated with similar activities in other disciplines

1) Drawings

- a) Demolition Plans
- b) Locate associated existing mechanical equipment
- c) Indicate connection to major utilities
- d) Floor Plans showing location and size of equipment
- e) Locate piping
- f) Double line drawing and piping >150 mm
- g) Single line drawing and piping ≤150 mm
- h) Indicate size of pipes
- i) Indicate insulation/moisture prevention
- j) Indicate piping system
- k) Walk-in coolers, freezers, cold rooms
- l) Refrigeration systems
 - (1) Schematic piping
 - (2) Wiring diagrams
 - (3) Automatic controls
- m) Plot plan for outside of building underground distribution
- n) Riser diagrams
- o) Details
- p) Detailing of unique conditions and vibration isolation engineering
- q) One line flow and control diagrams
- r) Chilled water
- s) Condenser water
- t) Hot water
- u) Steam piping (including low quantities)
- v) Air conditioning steam
- w) Plumbing piping mains
- x) Pipes materials
- y) Drainage piping mains (waste and storm)
- z) Utilities
 - aa) Distribution layouts
 - bb) Plumbing fixtures
 - cc) Plumbing riser diagrams
 - dd) Schedules

2) Reports/Calculations

- a) Basis of Design report
- b) Coordination with structural for support of piping
- c) Provide cut-sheets for plumbing fixtures and equipment, with primary features/anticipated design options identified
- d) Plumbing calculations
 - (1) Pump sizing
 - (2) Tank sizing

F. Fire Protection

All fire protection documentation shall:

- o Be coordinated with similar activities in other disciplines

1) Drawings

- a) Floor Plans
 - (1) Demolition plans
 - (2) Locate new and existing equipment
 - (3) New fire protection mains
 - (4) Booster system requirements
 - (5) Fire pump requirements
 - (6) Preliminary equipment layouts
 - (7) Required space for equipment
 - (8) Block layouts for the fire protection system
 - (9) Plan drawings
 - (10) Create legends
 - (11) Locate piping
 - (12) Indicate size of pipes
 - (13) Equipment layouts
 - (14) Ceiling plan drawings
 - (15) Sprinkler locations

2) Reports/Calculations

- a) Basis of Design report
 - (1) Strategy for meeting life safety codes
 - (2) List any upgrade requirements to achieve fire protection policy
 - (3) Sprinkler calculations
 - (4) Fire pump calculations
 - (5) Fire alarm requirements
- b) Approximate sizes and capacities of major components

G. Electrical

All electrical documentation will:

- o Be coordinated with similar activities in other disciplines

1) Drawings

- a) Site Plan
 - (1) Service transformer location
 - (2) Location of emergency generators and feeder/conduit routing
 - (3) Preliminary details for site electrical work
 - (4) Indication of demolition work
- b) Floor Plans
 - (1) Demolition plans
 - (2) Layout of major components in all electrical equipment rooms
 - o Preliminary sizes of major components
 - o UPS
 - o High-voltage systems
 - o Service transformer
 - o Emergency generator
 - (3) Identify special features
 - o Under floor raceways
 - o Floor outlets

- Occupancy sensors
- c) Tentative layouts of components where space is critical
- d) Lighting plans
 - (1) Location of lighting fixtures
 - (2) Type of lighting fixtures
- e) Updated riser diagram for normal and emergency power distribution with feeder, conduit, and transformer sizes
- f) Updated site plan indicating location of:
 - (1) Feeder/conduit routing for medium voltage distribution
 - (2) Location of emergency generators and feeder/conduit routing
 - (3) Transformer vaults
 - (4) Other major equipment
- g) Lighting fixtures indicated with type, switching and circuiting information
- h) Outlets for power with circuiting information
- i) Connections for mechanical and plumbing equipment with disconnect and circuiting information
- j) One line riser diagram of electrical distribution
- k) One line riser diagram of auxiliary power distribution
- l) Panel schedules
- m) Grounding
- n) Fire alarm
- o) Telephone
- p) All low-voltage systems

2) Reports/Calculations

- a) Basis of Design report
 - (1) Criteria for lighting
 - (2) Criteria for electrical system
 - (3) Lighting control concept
 - (4) Systems outline and types of systems
- b) Overall building connected load requirements
 - (1) Normal power
 - (2) Emergency power
- c) Electrical service sizing calculations
- d) Preliminary sizing for transformers, generator, UPS, etc.
- e) Lighting calculations
- f) Load calculations
- g) Short circuit calculations
- h) Voltage drop calculations

H. Telecommunication

All telecommunication documentation will:

- Be coordinated with similar activities in other disciplines

1) Drawings

- a) Site Plan
 - (1) Conduit routing for telecommunication distribution
 - (2) Preliminary details for site electrical work
 - (3) Indication of demolition work
- b) Floor plans
 - (1) Demolition plans
 - (2) Layout of major components in all telecommunication equipment rooms
 - Preliminary sizes of major components
 - (3) Telephone connections
 - (4) Data connections
- c) Tentative layouts of components where space is critical
- d) Updated riser diagram for telecommunication distribution conduit sizes
- e) Layout of major components in all telecommunication equipment rooms
- f) Layouts of components where space is critical

2) Reports/Calculations

- a) Updated basis of design report

I. Specifications

- 1) General and supplemental conditions of contract
- 2) Outline of specifications or itemize list with criteria and quality standards
 - a) Significant architectural materials
 - b) Engineering systems
 - c) Equipment
- 3) Outline of project specifications

J. Costs

- 1) Cost Analysis
 - a) Systems Cost estimate
 - (1) Approximate quantities
 - (2) Identification of potential items for value engineering
 - b) Budget outline
 - (1) Construction costs by an independent professional estimating firm, to be reconciled with the Owner's independent cost estimator
 - (2) Equipment included in budget
 - (3) Equipment by owner

K. Specifications

- 1) General and supplemental conditions of contract
- 2) Edited project specifications

L. Schedules

- 1) Construction schedule and phasing in bar chart form
- 2) Project schedule diagram with phases of development

Construction Document Phase Submission

The CD documents must be submitted to UVM for design review and approval.

Detailed Information: The construction documents, at a minimum, shall include the following requirements as applicable to the project.

A. Site/Landscape

All Site documentation will:

- o Be completed
- o Be coordinated with similar activities in other disciplines
- o Address all comments from Design Development phase

1) Drawings

- a) Floor Plans
 - (1) Updated Vicinity Plan
 - (2) Updated Existing Site Plan
 - (3) Proposed Site Plan
 - o Erosion control measures
 - o Existing site information
 - o Dimension major site features
 - o Building footprint
 - o Key design elements
 - o Major landscaping
 - o Utility lines
 - o Vehicular access routes
 - o Pedestrian access routes
 - o Parking
 - o Walks
 - o Curbs

- Service areas
- Staking plan
- Proposed contours
- Construction access/lay down information
- Indications of phasing
- Limits of work/construction fencing
- Indication of future surrounding improvements
- Locate signage
- Security measures
- (4) Planting plan
 - Location of all trees, shrubs, and lawns
 - Complete planting list
 - Planting details
- (5) Landscape details
- (6) Demolition plans
- (7) Utility plot plan
 - Existing utilities and their connections
 - Proposed trunk sewers
 - Water distribution loop
 - Fire water distribution loop
 - Gas distribution mains
 - Location arrangement of water treatment equipment
- (8) Alternate schemes

2) Reports/Calculations

- a) Site Construction Document Design Report
 - Updated Basis of Design

B. Architectural

All Architectural documentation will:

- Be coordinated with similar activities in other disciplines
- Address and provide responses to all comments from Design Development phase

1) Drawings

- a) Entire project site on one sheet for references
- b) Demolition plan of each level
- c) Floor plans of each level
 - (1) Signage location
- d) Roof plan
- e) Reflected ceiling plans
- f) Floor covering plan
 - (1) Material type
 - (2) Graphics
 - (3) Patterns
- g) Enlarged plans
- h) Fire protection egress plan
- i) Equipment plan
- j) Interior space allocation and utilization plan
- k) Interior elevations
 - (1) Signage location
- l) Exterior elevations
 - (1) Signage location
- m) Building sections
- n) Construction details
 - (1) Any unique condition not previously covered
- o) Installation plans
 - (1) Furniture
 - (2) Equipment
- p) Updated schedules
 - (1) Door schedules

- (2) Finish schedules
- (3) Equipment schedules

2) Reports/Calculations

- a) Architectural Design report
 - o Updated Basis of Design
 - o Updated Green/Sustainable Design

C. Structural

All Structural documentation will:

- o Be coordinated with similar activities in other disciplines
- o Address all comments from Design Development phase

1) Drawings

- a) Demolition plan of each level
- b) Structural floor plans for each level and roof
 - (1) Column reference lines
 - (2) Final dimensions
 - (3) All bracing
 - (4) Sizing of all components
 - (5) Special provisions for installation or removal of equipment
- c) Structural foundation plans
 - (1) Locate grades
 - (2) Indicate site information, i.e., manholes and important features
 - (3) State concrete mix properties, steel reinforcement properties
 - (4) Locate terrain features
 - (5) State elevation of bottom of footings
 - (6) Indicate concrete member
 - o Dimensions of footings, foundation walls, grade beams
 - o Spacing
 - o Reinforcing
 - (7) Locate finished and unfinished spaces
 - (8) Pipe sleeves through footings
 - (9) Pipe sleeves through below grade walls
 - (10) Elevations
 - (11) Top of slab elevations
 - (12) Top of steel elevations
- d) Details
 - (1) Sections, elevations, and details
 - (2) Critical coordination clearances
 - (3) Concrete reinforcement splicing details, where critical
 - (4) Clarification of lengths or arrangement of reinforcement
 - o Any condition not previously addressed
- e) Schedules
 - (1) Schedules for slabs, beams and girders
 - (2) Column schedule
- f) Structural notes
- g) Structural drawings and information is coordinated with architectural, HVAC, and electrical design

2) Structural Load Information

- a) Horizontal (wind and seismic)
- b) Live loads
- c) Dead loads

3) All Structural Members Sized

- a) Girders, beams, joists, slabs, columns, walls, shear walls, pads, and their reinforcing
- b) Beams – steel and concrete
- c) Joists
- d) Open web joists

- e) Concrete joists
- f) Waffle slab
- g) Space frames
- h) Lintels
- i) Type, extent, and direction of framing
- j) Reference structural items to schedule

4) Dimensioned Details

- a) Large openings
- b) Nonstandard beam to column framing
- c) Concrete stairs
- d) Exterior wall construction
- e) Window wash supports
- f) Anchors and ties
- g) Elevator shaft details
- h) Vibration isolation details
- i) Large mechanical equipment and anchorage
- j) Typical framing details
- k) Standard structural steel connections
- l) Sump pump systems
- m) Reference to appropriate schedules
- n) Shear walls

5) Reports/Calculations

- a) Structural report
 - (1) Completed computations
 - (2) Special condition
 - (3) General note
 - (4) Boring logs
 - (5) Girder diagrams
 - o Live loads
 - o Uniform loads
 - o Concentrated loads
 - o Reactions
 - o Girder material
 - o Stresses

D. Mechanical

All mechanical documentation will:

- o Be a minimum of 100% complete
- o Be coordinated with similar activities in other disciplines
- o Address all remarks from Design Development phase
- o

1) Drawings

- a) Demolition plans
- b) Completed floor plans
 - (1) Legend
 - (2) Mechanical Plan showing ducts and piping
 - o Double line drawing of ducts and piping >150 mm (6 in.)
 - o Single line drawing of ducts and piping ≤150 mm (6 in.)
 - (3) Indicate size of ducts and pipes
 - (4) Indicate insulation/moisture prevention
 - (5) Fire dampers
 - (6) Smoke dampers
 - (7) Balancing dampers
 - (8) Location of all equipment
 - (9) Indicate smoke detectors
 - o Within ducts
 - o In air handling units

- (10) Special or complex ductwork
- (11) Location of supply diffusers, return and exhaust grilles coordinated with reflected ceiling plan
- c) Completed Sections
 - (1) Drawing sections
 - Through equipment rooms
 - Typical ductwork
 - Through tight and congested ceiling spaces
- d) Completed Details
 - (1) Details of unique conditions
 - (2) Details of component/equipment piping and duct connections
 - (3) Control diagrams with points list, legend, and operating description
 - Air conditioning systems
 - Exhaust systems
 - Refrigeration systems
 - Heating systems
- e) Completed Schedules
 - (1) Equipment schedules with facility numbers and labeling requirements
 - Air conditioning
 - Ventilation units
 - Refrigeration elements
 - Fans
 - Pumps
 - Boilers/Heat exchangers

2) Reports/Calculations

- a) Completed Basis of Design report
- b) Completed Design reports
 - (1) Sizing calculation for ducts, piping, and equipment
 - (2) Calculations for fan pressures and pump heads
 - (3) Calculations for required sound attenuation of major fans

E. Plumbing

All plumbing documentation will:

- Be coordinated with similar activities in other disciplines
- Address and provide responses to all comments from Design Development phase

1) Drawings

- a) Demolition plans
- b) Completed plumbing system plan drawings
 - (1) Legends
 - (2) Show location and size of equipment, fixtures, valves, and accessories
 - Pumps
 - Tanks
 - Heat Exchangers
 - Heaters
 - Compressors
 - Sinks, emergency showers, and eye wash
 - Backflow preventers, pressure reducing valves
 - Lab air outlets and floor drains
 - Isolation valves and access panels
 - (3) Locate piping
 - Double line drawing and piping >150 mm
 - Single line drawing and piping ≤150 mm
 - (4) Indicate size of pipes
 - (5) Indicate insulation/moisture prevention
 - (6) Indicate piping system
 - Storm water
 - Cold water
 - Condenser water

- Hot water/recirculation
 - Steam piping (including low quantities)
 - Waste
 - Sanitary
 - Vent
 - Oxygen
 - Compressed air
 - Fuel gas
 - Vacuum air
 - DI/RO water
 - Condensate drain
 - Laboratory water and waste systems
 - Chilled water
 - Additional piping used for the project
 - c) Plot plan for outside of building underground distribution
 - d) Riser diagrams
 - e) Details
 - (1) Detailing
 - Unique conditions
 - Vibration isolation
 - Fixture connection
 - Equipment connection
 - Bench top/utility ledge piping
 - f) One line flow and control diagrams
 - (1) Lab waste and vent
 - (2) Sanitary waste and vent
 - (3) Hot and cold water/recirculation
 - (4) Steam piping (including low quantities)
 - (5) DI/RO water
 - (6) Natural gas
 - (7) Compressed gas
 - (8) Chilled water
 - g) Completed schedules
 - (1) Equipment schedules with facility numbers and labeling requirements
 - Water heaters
 - Pumps
 - Compressors
 - Tanks
- 2) Reports/Calculations**
- a) Design report
 - (1) Equipment selections based on manufacturer's catalog data
 - (2) Sizing calculations
 - Piping mains and principal branches
 - All equipment

F. Fire Protection

All fire protection documentation will:

- Be coordinated with similar activities in other disciplines
- Address and provide responses to all comments from Design Development phase

1) Drawings

- a) Demolition plans
- b) Plan drawings
 - (1) Create legends
 - (2) Indicate existing systems
 - (3) Show location and size of equipment
 - (4) Locate piping
 - (5) Indicate size of pipes
 - (6) Equipment layouts

- c) Ceiling plan drawings
 - (1) Sprinkler locations

2) Reports/Calculations

- a) Fire Protection Design Report
 - o Update Basis of Design

G. Electrical and Communication

All Electrical documentation shall:

- o Be coordinated with similar activities in other disciplines
- o Address and provide responses to all comments from Design Development phase

1) Drawings

- a) Completed site plan with demolition work and indicating location of:
 - (1) Location of emergency generators and feeder/conduit routing
 - (2) Transformer vaults
 - (3) Pad mount transformer location
 - (4) Auxiliary power system connection
 - (5) Engine generator sets
 - (6) Unit substations
 - (7) Other major equipment
- b) Demolition plans
- c) Completed floor plans with
 - (1) Room numbers
 - (2) Room titles
 - (3) Area functions
 - (4) Lighting, fixtures indicated with type, switching, and circuiting information
 - (5) Outlets for power with circuiting information
 - (6) Connections for mechanical and plumbing equipment with disconnect and circuiting information
 - (7) Layout of major components in all electrical equipment rooms
 - (8) Layouts for special systems
- d) One line riser diagram of electrical distribution
- e) One line riser diagram of auxiliary power distribution
- f) Completed panel schedules
- g) Light fixture schedules
- h) Riser diagrams for:
 - (1) Grounding
 - (2) Fire alarm
 - (3) Telephone
 - (4) Paging
 - (5) Television
 - (6) All low-voltage systems

2) Reports/Calculations

- a) Updated basis of design report
- b) Lighting calculations
- c) Load calculations
- d) Short circuit calculations
- e) Voltage drop calculations
- f) Arc flash analysis

H. Telecommunication

All telecommunication documentation will:

- o Be coordinated with similar activities in other disciplines
- o Address and provide responses to all comments from Design Development phase

1) Drawings

- a) Update site plan
 - (1) Conduit routing for telecommunication distribution

- (2) Details for site electrical work
- 3) Demolition work
- b) Demolition plans
- c) Floor Plans
 - (1) Layout of major components in all telecommunication equipment rooms
 - o Sizes of major components
 - (2) Telephone connections
 - (3) Data connections
- d) Layouts of components where space is critical
- e) Laboratory planning module
- f) Updated riser diagram for telecommunication distribution conduit sizes

2) Reports/Calculations

- a) Updated Basis of Design report

I. Specifications

- 1) General and supplemental conditions of contract
- 2) Completed project specifications

J. Summary

All reports and other documentation will:

- o Be coordinated with similar activities in each discipline
 - o Address all comments from the Design Development phase
- 1) Basis of Design report
 - 2) Updated Green/Sustainable Design report
 - 3) Cost estimates
 - 4) Specifications
 - 5) Schedules
 - 6) All design calculations
 - 7) Reviews
 - o Respond in writing to all Design Development phase review comments
 - o Submit all documents for review
 - o Attend review meetings as necessary to answer questions

Final Construction Documents Record Submission for UVM Approval

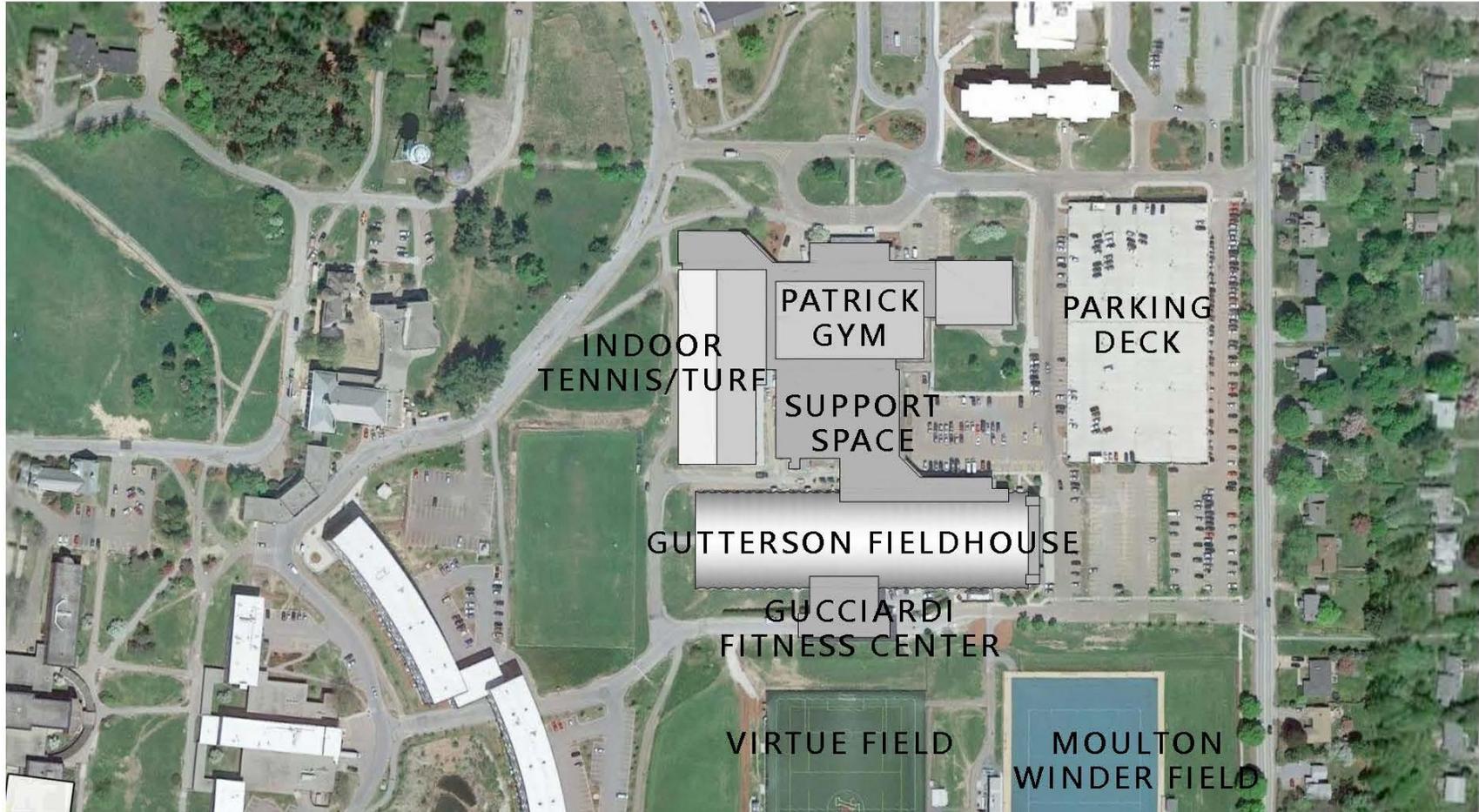
- 1) All drawings, reports, and other documentation will:
 - o Be completed
 - o Be coordinated with similar activities in each discipline
- 2) Final Basis of Design report for all disciplines
- 3) Final Green/Sustainable Design report for all disciplines
- 4) Final cost estimates
- 5) Final specifications (including certification page sealed by registered architect, landscape architect, and professional engineers responsible for the design)
- 6) Drawings (sealed by registered architect, landscape architect, and professional engineers responsible for the design)
- 7) Final schedules
- 8) Final design calculations (sealed by registered architect, landscape architect, and professional engineers responsible for the design)
- 9) Reviews
 - o Written responses to all 100% of Construction Document Phase comments
 - o Submit all documents for review
 - o Attend review conference calls as necessary to answer questions
- 10) Final deliverable
 - o Electronic copy of CADD of PDF drawings
 - o Electronic copy of specifications



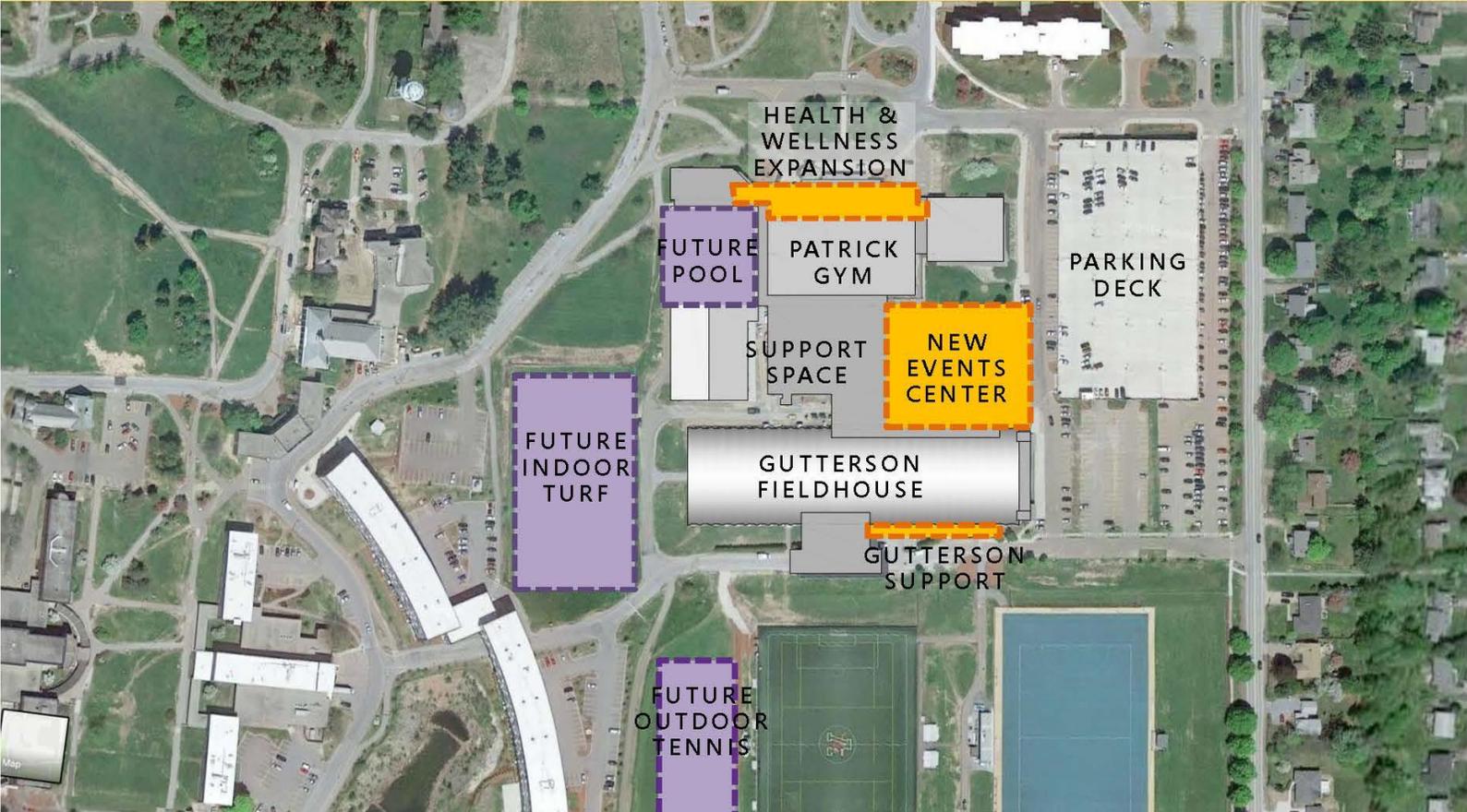
The University of Vermont

On-Campus Multipurpose Center

EXISTING COMPLEX

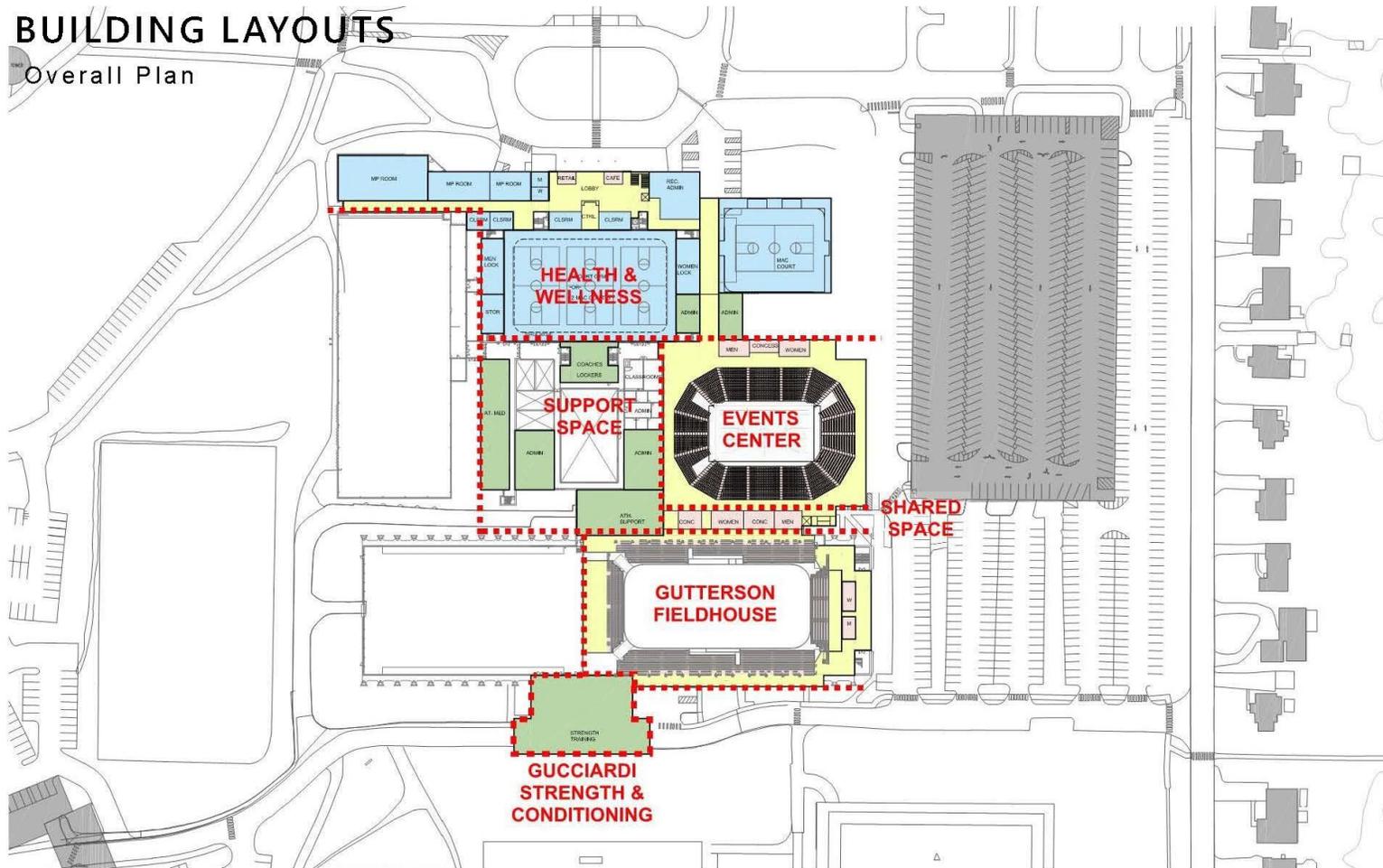


PROPOSED CONCEPT



BUILDING LAYOUTS

Overall Plan



DRAFT AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

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

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

«The University of Vermont & State Agricultural College» « »
«C/O Facilities Design and Construction
Marsh Hall, Suite 10,
31 Spear Street
Burlington, VT 05405»
« »
« »

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

« » « »
« »
« »
« »

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

«On Campus Multipurpose Center
« »
« »

The Owner and Architect agree as follows.

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

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



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TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

« »

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in accordance with the Preliminary Project Schedule attached hereto as **Exhibit B** which shall be adjusted, if necessary, as the Project proceeds.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is:
(List name, address, and other information)

Such Designated Representative will continue to serve as the Architect's authorized representative for the Project unless and until a successor Designated Representative, if any, is designated by written notice from the Architect to the Owner.

§ 1.4 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team. Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 INSURANCE

§ 1.5.1 The Architect and the Architect's consultants shall each obtain insurance covering claims arising out of negligent errors, or omissions in rendering, or failing to render professional services as provided for under this Agreement. Limits of liability for the Lead Architect shall not be less than \$5,000,000 each claim, \$10,000,000 annual aggregate. The Lead Architect shall determine the appropriate limits of liability coverage for all other consultants, including the 20% partnership with a Vermont architectural firm. Coverage shall also include liability arising out of a contract (In lieu of this requirement, Owner must be named as additional insured). If this insurance is on a claims made basis, the Architect shall maintain liability coverage for no less than five years following the

date of substantial completion of this Project and shall provide the Owner (UVM) with Certificates of Insurance for that period unless coverage is unavailable. All efforts should be made to maintain a retroactive date of no later than the initial inception of the Project. The cost of this insurance shall be considered to be included in the Architect's basic compensation and hourly rates and the Owner shall not compensate the Architect for this coverage as a Change in Services.

§ 1.5.2 Unless otherwise agreed, the Architect and the Architect's consultants shall provide Workers Compensation insurance per Vermont statute; Employers Liability in limits of liability of at least \$500,000 per occurrence, \$500,000 annual aggregate; Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence, covering liabilities arising out of bodily injury and property damage. The Architect and the Architect's consultants shall also carry "all risk" property insurance on their business property, to include coverage of valuable papers; Commercial Automobile Liability coverage of all Owned, Non-Owned or Hired Motor Vehicles with combined limits of liability of \$1,000,000 for bodily injury and property damage, each occurrence, to be written on a Symbol 1 basis, to include "any" auto. Contractual liability, if not provided in the policy form, will be added by endorsement. If hazardous materials or waste are to be transported, the Commercial Automobile Liability insurance will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements and the CA9948 Broadened Pollution Liability Endorsement OR a separate Pollution Liability policy to cover the transportation, loading/unloading, upset & overturn, if endorsement is not available on the auto policy.

§ 1.5.3 The insurance coverage required by Subparagraph 1.5.1 and 1.5.2 shall be in an amount not less than the minimum limits required by law or otherwise specified.

§ 1.5.4 The Architect and the Architect's consultants shall furnish to the Owner Certificates of Insurance evidencing the insurance required by Subparagraphs 1.5.1 and 1.5.2, including appropriate evidence that each type of insurance includes appropriate coverage for this specific Project. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. With claims made coverage, all efforts shall be made to maintain a retroactive date no later than the date of inception of the Project, as per Subparagraph 1.5.1.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team. The Architect acknowledges it received from the Owner the information and materials described in this Agreement and *Exhibit A*, Initial Information and that the Architect's receipt of such information and materials was sufficiently complete to establish the services to be provided and the Architect's charges for such service. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding any additional requirements for and limitations on the Project, including any further written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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

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

§ 2.4 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.

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

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

ARTICLE 3 COPYRIGHTS AND LICENSES

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

§ 3.2 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use with respect to this Project or for use in expanding or altering this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. The Architect and their consultants shall prepare all drawings using AutoCAD or compatible software, in conformance with the most current University of Vermont CAD (Computer Aided Drafting) standard, including layering. The Architect and their consultants shall obtain room numbers from the University for labeling of plans and designation in schedules such as room finish door schedules. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. In addition, the Owner shall be permitted to use the Instruments of Service for future additions or alterations to this Project provided, however, that any such use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use or reproduce the Architect's Instruments of Service for purposes of constructing, using maintaining and expanding or altering the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, except sums disputed in good faith, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. At any time upon demand by the Owner, the Architect shall furnish to the Owner, as Reimbursable Expense, a complete set of all work product prepared by Architect to the date of such demand. In the event of the Architect's failure to comply with the Owner's demand hereunder, the parties agree that any remedy at law would be inadequate and the Owner shall be entitled to equitable relief, including without limitation, the remedy of specific performance. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service for use in performing services for the Project.

§ 3.3.1 To the extent that the Owner uses the Instruments of Service for future additions or alterations of the Project, without the participation of the Architect, the Owner agrees to indemnify, defend, and hold the Architect and its consultants, and their respective employees, partners, officers and shareholders harmless from claims arising from any such use of the Architect's Instruments of Service. In the event this Agreement is terminated for Architect's default pursuant to Paragraph 5.4 hereof, Architect shall remain responsible for all signed and sealed Construction Documents prepared by the Architect or its consultants, except to the extent that such documents are modified, misused, or misinterpreted by the Owner or any replacement architect.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 Claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof shall be subject to whatever formal or informal dispute resolution

mechanisms as are agreeable to both parties, with both parties reserving the right to seek judicial resolution in the courts located in the State of Vermont having jurisdiction. In any litigation, the parties agree to waive the right to a jury trial.

§ 4.1.2

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7. The Owner does not, however, waive claims for (1) damages incurred to correct defects or deficiencies in construction of the Project (including changes in the scope of the Work to be installed due to such defects or deficiencies, and/or repairs to or replacement of portions of the Work installed at the Project due to such defects or deficiencies) to the extent such damages are caused by the professional negligence of the Architect or its consultants or (2) damages incurred by the Owner to the extent caused by the Architect's failure to perform its services under this Agreement in accordance with the schedule requirements of Section A.1.4 of AIA Document B201-2007 *Exhibit A*, if such Exhibit is included in the parties' Contract. Neither the Architect nor the Owner waive claims for damages arising out of claims of third parties for personal injury or property damage.

§ 4.1.4 INDEMNIFICATION

To the extent such rights are not waived under subparagraph 4.1.3, the Architect shall defend, indemnify, and hold harmless the Owner, its employees, and its agents against claims, damages, injuries, losses, and expenses arising out of or resulting from the Architect's negligence, errors, or omissions in the performance of work under this Agreement.

§ 4.2 MEDIATION This Article intentionally deleted. Reference Section 4.1.1 of this Agreement.

§ 4.3 ARBITRATION This Article intentionally deleted. Reference Section 4.1.1 of this Agreement.

§ 4.4 CONSOLIDATION OR JOINDER

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

ARTICLE 5 TERMINATION OR SUSPENSION

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

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses caused by the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. For suspension caused by delay outside the Owner's control, the 90-day period shall extend to 180 days.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination, approved in writing in advance by the Owner, and for which the Architect is not otherwise compensated. If the Agreement is terminated by the Owner pursuant to Section 5.6 above and the Owner does not proceed with the Project, Termination Expenses shall not include any allowance for profit on services not performed by the Architect. If, however, the Agreement is terminated by the Owner pursuant to Section 5.6 above and the Owner proceeds with the Project utilizing another architect, then Termination Expenses shall include an allowance for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

« Compensation shall be a lump sum Basic Services Fee in the amount of _____ Dollars (\$ _____) as follows:

PHASE	%	AMOUNT
Schematic Design	%	\$
Design Development	%	\$
Construction Documentation	%	\$
Bidding Phase	%	\$
Construction Phase	%	\$
TOTAL	100%	\$

»

§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows. Attached hereto as **Exhibit D** is the agreed Reimbursable Expense Budget which represents the Architect's estimate of the Reimbursable Expenses that it will incur in the performance of its services under the Agreement. The Reimbursable Expense Budget shall not be exceeded except as the parties may agree in advance and in writing. The Architect shall, at reasonable intervals, update its projections of the Reimbursable Expense Budget and the actual Reimbursable Expenses and provide prompt written notice of any circumstances which the Architect believes will require adjustment of the Reimbursable Expense Budget:

- .1 Transportation in connection with the Project and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Expenses for site offices maintained at the Project; and
- .11 Other similar Project-related expenditures if authorized in advance by the Owner.

§ 6.3 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of « » (« ») of the expenses incurred.

« »

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable 30 days from presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date, exclusive of amounts disputed by the Owner in good faith, shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

« » « »

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been adjudged to be liable for the amounts withheld.

§ 6.4.4 The Architect shall maintain complete and accurate records of all of the labor, materials, equipment and services provided by it under the Agreement and all costs relating thereto, in accordance with generally accepted accounting principles, and shall make such records available to the Owner or its agent in reasonable times and upon reasonable prior notice. The Owner shall have the right, at Owner's expense, to conduct an audit or such other examinations of the Architect's books and records relating to the Project. These records shall be maintained for at least five years following the Substantial Completion of the Work. The Architect shall similarly require its consultants to comply with the provisions of this paragraph.

§ 6.4.5 Records of Reimbursable Expenses, of expenses pertaining to a change in services, and of services performed on the basis of hourly rates shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the State of Vermont.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 7.7 To the extent approved in advance and in writing by the Owner, which approval may be granted or withheld in the sole discretion of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. When such advance Owner approval is provided, the Architect shall be given reasonable access to the completed Project to create or prepare such representations. However, in no event shall the Architect's materials include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project if and as the Owner shall determine to be appropriate.

§ 7.8 **NON-DISCRIMINATION** The Architect shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered vendors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, the Consultant will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 This revised AIA Document B102-2007, Standard Form Agreement Between Owner and Architect including Exhibits attached hereto.
- .2 The parties' revised AIA Document B201-2007, Standard Form of Architect's Services, including any Exhibits attached thereto.
- .3 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

«Initial Information (*Exhibit A*)
Preliminary Project Schedule (*Exhibit B*)
Key Personnel (*Exhibit C*)
Reimbursable Expense Budget (*Exhibit D*) »

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

OWNER

ARCHITECT

(Signature)

« »« »

(Printed name and title)

(Signature)

« »« »

(Printed name and title)



EXHIBIT B

Preliminary Project Schedule

EXHIBIT C

Key Personnel

EXHIBIT D

Reimbursable Expense Budget

DRAFT AIA® Document B201™ – 2007

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

for the following PROJECT:

(Name and location or address)

« Master 11-11-2013

« »

THE OWNER:

(Name, legal status and address)

« »« »

« »

THE ARCHITECT:

(Name, legal status and address)

« »« »

« »

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 « ».

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in *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.)

« »

ADDITIONS AND DELETIONS:

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

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

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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§ 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:

<< >>

.2 Substantial Completion date:

<< >>

§ 1.3 The Owner and Architect may rely on the Initial Information contained in this Article and *Exhibit A*, if it is used. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in the table below and in this Article 2 and include usual and customary structural, mechanical, plumbing, electrical, and fire protection engineering services. Services not set forth in Article 2 are Additional Services.

	Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1	Programming, including Systems Basis of Design Document	Owner and Architect	
.2	Land Survey Services	Owner	
.3	Geotechnical Services	Owner	
.4	Space Schematics/Flow Diagrams	Architect	
.5	Existing Facilities Surveys	Architect	
.6	Economic Feasibility Studies	Owner	
.7	Site Analysis and Selection	Owner	
.8	Environmental Studies and Reports	Owner	
.9	Owner-Supplied Data Coordination	Architect	
.10	Schedule Development and Monitoring	Owner, Architect and Contractor	
.11	Civil Design	Architect	
.12	Landscape Design	Architect	
.13	Architectural Interior Design	Architect	
.14	Value Analysis	Architect and Contractor	
.15	Detailed Cost Estimating	Architect and Owner	
.16	Start-up Assistance	Architect	
.17	Record Drawings	Architect	
.18	Post-Occupancy Evaluation	Architect	
.19	Telecommunications/Data Design	Architect	
.20	Sustainable Design (LEED)	Architect	
.21	Building Information Modeling (BIM)	Architect	

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project, consult with the Owner, research applicable design criteria, attend Project meetings and prepare and distribute written minutes of same, 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 be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval and periodically update a schedule for the performance of the Architect's services which shall be consistent with the Preliminary Preconstruction and Construction Schedule and that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction, and Substantial Completion of the Work.. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. If the Project Schedule will require the Architect to complete any of its services with intervals shorter than those in the Preliminary Preconstruction and Construction Schedule, the Owner and the Architect shall consult with the Contractor in analyzing alternatives for complying with such shorter time schedule. Upon approval by the Owner, the Project Schedule shall be the binding schedule for the performance of the Architect's services to the extent of any inconsistency between the Preliminary Preconstruction and Construction Schedule and the Project Schedule. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

§ 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.

§ 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 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, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

§ 2.2.5 Based on the Owner's Budget, Program of Requirements, and the Preliminary Preconstruction and Construction Schedule and 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 conceptual 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 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 approval.

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

§ 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 Owner's 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, equipment layouts, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. If the Architect is unable to verify, during the Design Development Phase, that the construction of the Work as shown on the Design Development Documents can be constructed at a cost not to exceed the Owner's Budget, the Owner may, in its sole discretion, request that the Architect revise the design documents pursuant to Paragraph 5.3 hereof.

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

§ 2.4 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 Owner's budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

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

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

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

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 2.5.1 The Architect shall assist the Owner in establishing a list of prospective bidders or 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.

§ 2.5.1.2 For projects to be bid to a general contractor, the Architect shall assist the Owner in advertising for and obtaining bids from contractors, and shall attend and participate in pre-bid meetings with bidders. Architect shall prepare addenda, if necessary, to clarify, correct, or change the documents issued for bidding purposes. Architect shall attend the opening of bids, and assist in any bid evaluation or post-bid clarification necessary to determine the successful bidder for each separate construction contract. In so doing, Architect shall disclose to the Owner any information in Architect's possession relating to the suitability, reliability, qualifications, past performance, or reputation of any bidder.

§ 2.5.1.3 For projects using the services of a Construction Manager, the Architect shall assist the Owner and Construction Manager as appropriate to secure subcontractor bids. The Architect shall prepare addenda, if necessary, to clarify, correct, or change the documents issued for bidding purposes. The Architect shall assist in any bid evaluation of post-bid clarification necessary to determine the successful bidder for each separate subcontract.

§ 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements (including applicable requests for proposals), proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.2.2 If requested by the Owner, and as part of the Basic Services to be provided, the Architect shall assist the Owner in bidding the Project by

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

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

§ 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements (including applicable requests for proposals), proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.3.2 If requested by the Owner and as part of the Basic Services to be provided, the Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, the Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses;
- .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 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.

§ 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 as amended.

§ 2.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. 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 negligent acts or omissions of the Architect, Architect's employees, and Architect's consultants, 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.

§ 2.6.1.3 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 intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall provide a written report to keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.

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

§ 2.6.2.3 The Architect shall interpret and decide matters concerning 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, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 Approximately seven (7) days before each Contractor's Application for Payment is due to be submitted formally, the Contractor shall submit to the Owner and the Architect a preliminary "pencil" copy of the proposed Contractor's Application for Payment. Not less than three (3) days before the Contractor's Application for Payment is due to be submitted formally, the Architect, the Owner and the Contractor shall meet to review the preliminary "pencil" copy and to make all necessary adjustments and corrections, based in part on the Architect's review of the status of the Work. The Architect shall review and certify the amounts due the Contractor based on the formal Contractor's Application for Payment 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 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 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 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. 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, but within less than 10 days, 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 Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, or for substantiating instruction for installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 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. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution

in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

§ 2.6.5.2 The Architect shall review properly prepared, timely 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 or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 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.

§ 2.6.5.4 The Architect shall maintain 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; receive from the Contractor, review, and forward to the Owner for the Owner's records written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. During the inspection to determine the date of Final Completion of the Project, and after confirming with the Contractor on the project that the Work to be covered by the Punch List or separate Punch List is substantially complete, the Architect shall prepare a Punch List of incomplete items, the completion or correction of which shall be a condition to final completion of the Project and final payment to the Contractor. Upon receiving notice from the Contractor that the Punch List items have been completed, the Architect shall conduct a final inspection of the Project to determine the date of Final Completion. The Architect acknowledges that the Work may be performed in distinct segments and that there may be a reasonable number of separate Punch Lists for each segment.

§ 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.

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

§ 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 Within a reasonable time after the date of Final Completion of the Project, but not later than thirty days after the Architect received full information from the Contractor, the Architect shall prepare and furnish to the Owner one (1) set of reproducible record drawings of the Work revised to show all known contractor-recorded changes which occurred during the construction of the Work, including, but not limited to, all architectural, structural, electrical, and mechanical changes or other deviations from the original Contract Document and Contracts for Construction. The Architect shall prepare such record drawings from information furnished by the Contractor, and information received and documents reviewed by the Architect during the Architect's review of the Contractors' documents. The Architect shall confirm for the Owner that the final record drawings are adequate to show all significant changes in the Work made during construction. The Architect shall also furnish such record drawings files on CD-

ROM disk media format using AutoCAD or compatible software, in conformance with the most current University of Vermont CAD standard, including layering. The Architect shall also furnish the Project Manual, as amended during the design and construction of the Project, on CD-ROM disk media format. If there is a discrepancy between the hard copy documents provided by the Contractor and the CAD drawings, the hard copy documents will govern.

§ 2.6.6.6 Prior to the expiration of one (1) year after the date of Substantial Completion of the Work, the Architect shall, when requested by Owner, review the Work and shall identify in writing to the Owner and the Contractor any defective, deficient, or incomplete work discovered. The Architect shall further re-inspect such Work as necessary to determine completion by the Contractor of the Contractor’s correction and warranty duties, obligations, and responsibilities to the Owner.

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.)

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 Multiple preliminary designs		
§ 3.1.2 Site Evaluation and Planning (B203™–2007)		
§ 3.1.3 On-site project representation		
§ 3.1.4 Conformed construction documents		
§ 3.1.5 Facility Support Services (B210™–2007)		
§ 3.1.6 Tenant-related services		
§ 3.1.7 Coordination of Owner’s consultants		
§ 3.1.8 Security Evaluation and Planning (B206™–2007)		
§ 3.1.9 Commissioning (B211™–2007)		
§ 3.1.10 Fast-track design services		
§ 3.1.11 Historic Preservation (B205™–2007)		
§ 3.1.12 Furniture, Furnishings, and Equipment Design (B253™–2007)		
§ 3.1.13 Special Bidding or Negotiation		

§ 3.2

« »

§ 3.3 Additional Services, including services required of the Architect’s consultants, may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3. If the Owner deems that all or a part of such Change in Services is not required or if the Owner concludes that such services are Basic Services and not a Change in Services, the Owner shall give prompt written notice to the Architect, and the Architect shall proceed without delay to perform such services. Failure to so proceed shall constitute a material breach of this Agreement. Where the parties are unable to agree that a Change in Services has occurred, or where the parties cannot agree as to the amount of compensation for a Change in Services and the Architect proceeds as directed by the Owner, by so proceeding the Architect does not waive, but expressly reserves any and all rights to make a claim with respect to such services. The parties acknowledge and agree that revisions to correct errors, omissions or other deficiencies in the Contract Documents shall be made at no additional cost to the Owner, as part of Basic Services and not as a Change in Services.

§ 3.3.1 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 be entitled to an appropriate adjustment in the Architect's schedule and compensation, provided, however, that, if the Architect fails to request authorization for Changes in Service promptly, and in any event before carrying out the services which the Architect regards as being Changes in Services, Architect shall be deemed to have waived its right to seek additional compensation for any such services performed prior to the submittal of the request for authorization. The Architect shall not proceed to provide the following 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations, provided that such enactment could not have been reasonably anticipated by the Architect at the time of contracting;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients, but not including routine transmission of Contract Documents or other electronic communications previously prepared for the Owner as part of Basic Services and merely forwarded on to the Owner's consultants;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, other than the alternate bids expressly contemplated for cost control purposes;
- .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.

§ 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
- .2
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of the Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, unless required as a result of errors, omissions, or other deficiencies of the Architect;
- .4 Evaluation of an extensive number of Contract Document interpretation requests submitted by the Owner's consultants, the Contractor or others in connection with the Work and upon Owner's approval, unless required as the result of errors, omissions, or other deficiencies of the Architect;
- .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 90 days after the date of Substantial Completion of the Work.

§ 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 in writing:

- .1 up to «two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 weekly «» «» visits to the site by the Architect over the duration of the Project during construction, exclusive of visits, if any, required as the result of errors, omissions or other deficiencies by the Architect in the performance of services under this Agreement
- .3 up to «two» («2») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 up to «two» («2») inspections for any portion of the Work to determine final completion

§ 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, the Architect's compensation in respect of any delayed Basic Services shall be subject to equitable adjustment to reflect the increase, if any, in hourly billing rates resulting from the delay. If, as a result of delay, additional services are required, such services shall be governed by Article 3 hereof.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 If the Owner significantly increases the Owner's Budget or contingencies included in the Owner's Budget, the Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 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 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 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.

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

§ 4.6 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, upon request by the Architect.

§ 4.7 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 For purposes of this Agreement, 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 and 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 contingencies shall be included for market conditions at the time of bidding and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility 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 under Sections 4.1, 5.4 and 5.5. It is recognized, 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 will not vary from the Owner's budget or from any estimate of the Cost of the Work or evaluation agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall include contingencies for design, bidding and price escalation; be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and 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 will, in consultation with the Owner and with an independent cost estimator approved by the Owner, prepare a detailed estimate of the construction costs of the Project to verify the Owner's Budget for the Project at each of the following phases in the design process: End of Schematic Design; End of Design Development; upon completion of 50% of the Construction Documents; and at the end of Construction Documents. 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. At the end of each phase of the design process, the Architect shall prepare an estimate or updated estimate of the Cost of the Work.

At the completion of each design phase of this Agreement the Owner may prepare, or may retain a consultant (who may be a Construction Manager retained by the Owner, if any) to prepare, a detailed estimate of the Cost of the Work as shown on the Architect's design documents for that phase. Such estimate will be prepared independently of the estimate prepared by the Architect. The Architect and the Owner and the Owner's consultant, if any, shall then meet to review and resolve any differences between the respective estimates. When any material differences have been resolved, a single reconciled estimate shall be prepared by the Architect.

In the event that the Architect's estimate, or where the Owner has prepared an independent estimate, the reconciled estimate, is greater than the Owner's Budget, the Architect shall, at the request of the Owner, as part of Basic Services and at no additional cost, and without delaying the Project, redesign the Project and revise the design documents, in consultation with the Owner, until the parties establish a reconciled estimate that does not exceed the Owner's Budget.

The Owner and the Architect expressly acknowledge that, in the event that the Architect and Owner are unable to agree upon a reconciled estimate, the Owner may make the determination as to the reconciled estimate and the Architect shall be bound by such determination.

§ 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 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, 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 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, and the overrun cannot be eliminated using deductive alternates included in the bid for that purpose, the Owner may, at its sole option:

- .1 give written approval of an increase in the Owner's budget;
- .2 authorize rebidding within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 require the Architect to revise the Construction Documents, as part of Basic Services, so as to decrease the estimated cost to eliminate the overrun and cooperate in revising the Project scope and quality as required to reduce the Cost of the Work; 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, compensation shall be a lump sum fee in the amount of _____ Dollars (\$_____).

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

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§ 6.2 For Additional Services designated in Section 3.1, compensation shall be a lump sum fee in the amount of _____ Dollars (\$_____).

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

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§ 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.)

«At the hourly rates set forth in Section 6.7. »

§ 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 «one and one tenth» («1.10») times the amounts billed to the Architect for such services, plus any additional services provided by the Architect in respect of such consultants' services, at the hourly rates set forth in Article 6.7.

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§ 6.5 Compensation for Basic Services is based on the stipulated sum set forth in Section 6.1. The compensation for each phase of services shall be as follows:

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 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 hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category

Rate

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.)

Initial Information (*Exhibit A*)

Preliminary Project Schedule (*Exhibit B*)

Key Personnel (*Exhibit C*)

Reimbursable Expense Budget (*Exhibit D*)

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DRAFT AIA® Document B201™ – 2007

Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

«Master 11-11-2013»

« »

THE OWNER:

(Name, legal status and address)

« »« »

« »

THE ARCHITECT:

(Name, legal status and address)

« »« »

« »

This Agreement is based on the following information.

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

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

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

« »

§ A.1.2 The Project's physical characteristics:

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

« »

§ A.1.3 The Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:

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

« »

The Architect acknowledges that the Owner's Budget represents the Owner's intended budget for the Cost of the Work, and Architect agrees to work with Owner to try to design and plan the Project so that the Project may be completed within the Owner's Budget. Consequently, Architect will also communicate with Owner to alert Owner as to decisions or significant changes in the Project, or the Program of Requirements for the Project, that in Architect's view will cause the Cost of the Work to exceed Owner's

ADDITIONS AND DELETIONS:

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

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

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Budget. Such decisions or significant changes may arise from the proposals or requests of Owner, or the recommendations of Architect.

§ A.1.4 The Architect agrees that time is of the essence of this Agreement. The Architect agrees to perform its services under this Agreement in accordance with the Preliminary Project Schedule, attached hereto as **Exhibit B**. The Architect shall not be responsible for delays caused by events or circumstances outside the control or authority of the Architect.

« »

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

« »

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« »

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner's Designated Representative is:

(List name, address and other information.)

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§ A.2.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

« »

§ A.2.3 The Owner will retain the following consultants and contractors:

(List discipline and, if known, identify them by name and address.)

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§ A.2.4 The Architect's Designated Representative is:

(List name, address and other information.)

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§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

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.2 Mechanical Engineer

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.3 Electrical Engineer

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.4 Civil Engineer

.5 Plumbing Engineer

.6 Cost Estimating Consultant

.7 Interior Design Consultant

.8 Landscape Architecture Consultant

.9 Sustainable Design Consultant

§ A.2.5.2 Consultants retained under Additional Services:

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§ A.2.5.3 The Architect acknowledges and agrees that to the best of the Architect's knowledge in light of the conceptual design activities performed by the Architect in consultation with the Owner prior to the date of this Agreement no other consultants are needed for the performance of the Architect's services under this Agreement.

§ A.2.5.4 The Architect shall remain fully responsible for services performed by consultants retained by the Architect and shall not be relieved of any responsibility or obligation under this Agreement by virtue of delegation of duties to a consultant.

§ A.2.5.5 The Architect shall enter into an agreement with each consultant (an executed copy of which shall be given to the Owner) that includes the following provisions: (a) a provision requiring the consultant to maintain

professional liability insurance and to maintain employers liability, commercial general liability, and automobile liability insurance throughout the term of this Agreement, all as set forth in Section 1.5; and (b) a provision that the Owner shall be granted a license to use consultant's documents, coextensive with the license granted by Architect to Owner.

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

«§ A.2.6.1 Key Personnel – The Owner has entered into this Agreement in reliance upon the Architect's representation that the services shall be performed under the direct supervision of the Key Personnel as set forth on **Exhibit C**. The Key Personnel shall devote sufficient time to the Project to provide in-depth guidance, supervision, and analysis and to make all material decisions required to properly carry out the Architect's duties hereunder. The Architect shall not replace any of the Key Personnel without the prior written approval of the Owner, which will not be unreasonably withheld.

§ A.2.6.2 Standards of Design – The Architect agrees that in performing its professional services under this Agreement, the Architect will exercise the professional care skill and diligence normally exercised by similarly situated architects.

§ A.2.6.3 All services provided under this Agreement shall be performed under the responsible charge of a qualified registered architect or professional engineer, licensed to practice in Vermont. All Construction Documents shall be signed and sealed by the registered architect or professional engineer under whose responsible charge they were prepared.

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