

Northampton County Public Schools

VIRGINIA RFP #2022-001

Issue Date: May 4, 2022
Title: Asbestos Abatement & Building Demolition
Issuing Agency: Northampton County Public Schools
7207 Young Street
Machipongo, VA 23405

Location of Work: Former Northampton County Public School Buildings
5439 Willow Oak Road
Eastville, VA 23347

The Northampton County School Board (“School Board”) invites proposals from qualified firms authorized to do business in the Commonwealth of Virginia, for demolition of three structures, including asbestos abatement per the Work Plan contained herein.

Submittals pursuant to the Request for Proposal must be received no later than 2:00 p.m. local time, June 1, 2022, at the address indicated above for the Issuing Agency and should reference the due date and hour, and RFP number in the lower left corner of the return envelope or package. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. Postmarks will not be considered.

All inquiries for information regarding this solicitation should be directed to Christopher P. Truckner at ctruckner@ncpsk12.com at least seven days before the deadline. Answers will be posted in addendum form on the Northampton County Public Schools web site at least 48 hours prior to the submission deadline. It is the offeror’s responsibility to obtain addenda.

GENERAL INFORMATION FORM

(COMPLETE THIS SHEET AND RETURN AS A COVER PAGE FOR THE PROPOSAL)

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposals and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Name/Title of Key Representative		Signature of Key Representative (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

SECTION I - OVERVIEW

1.1 PURPOSE

Your firm is invited to submit a proposal to provide building demolition and asbestos abatement services for the Northampton County School Board per the Work Plan contained herein as Appendix A.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict Competition. On the contrary, all responsible firms are encouraged to submit proposals. The Northampton County School Board reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Northampton County School Board.

The Northampton County School Board will accept sealed proposals prior to **2:00 p.m.** local time prevailing, **June 1, 2022** for contract(s) to provide services as described above for the school board.

1.3 PROPOSED CALENDAR

RFP Issued: May 4, 2022 Proposals Due: June 1, 2022, by 2 p.m. EDT Notification of Award is anticipated, but not guaranteed by: June 28, 2022 ***LATE SUBMISSIONS WILL BE RETURNED UNOPENED***

1.4 REQUIRED SPECIFICATION TO THE REQUEST FOR PROPOSAL

This document and all appendices are considered part of the required specifications to RFP #2022-001.

The Northampton County School Board reserves the right to modify any part of the document at its discretion.

1.5 ADDENDA

Any "Addenda or Instructions to Offerors" issued by the School Board prior to the closing date shall be addressed in any proposal submitted by an Offeror, and will be included in any contract later awarded. All Offerors questions are due before May 25, 2022 by 2:00 p.m. Any Addenda will be posted on the Northampton County Public Schools website, www.ncpsk12.com, on or before May 30, 2022, by 12 p.m.

1.6 ADHERENCE TO LAW

All phases of this solicitation shall be in accordance with applicable state and federal laws, even where not expressly stated herein, including conditions imposed by funding sources. The offeror agrees to satisfy any such requirements.

SECTION 2 - PROPOSAL SUBMISSION

2.1 SOLICITATION-SPECIFIC PROPOSAL COMPONENTS

Each proposal submitted pursuant to this RFP shall include at a minimum the components described below and as further established in this RFP. These instructions describe the format for submitting a

proposal under this RFP. To provide the evaluation committee with a clear and complete proposal, the proposal shall follow this outline. This information will be considered the minimum amount necessary for a complete proposal. Additionally, proposals that repeat the language for this RFP without further development will be considered nonresponsive.

Scope of Services:

The scope of services related to this project can be found in the Asbestos Abatement Work Plan for Former Northampton County School Buildings, which can be found herein as Appendix A.

Firm Qualifications:

All work performed under the resultant contract shall be done under the supervision of a Professional Architect/Engineer, as appropriate, registered to practice in the Commonwealth of Virginia.

Response Capability:

Provide an overview of current workload identifying specific projects, priority to be assigned to this project, and staffing available relative to the firm's ability to respond to the School Board's request for services.

Insurance:

The School Board shall require that the firm maintain insurance of the types and in the amounts set forth below in Section 2.2. A sample insurance certificate is the preferred method of indicating coverage. ACORD form 25S will be acceptable.

2.2 COMPANY PROFILE

- a. Name of Offeror
- b. Address of company
- c. History of company
- d. Year company was founded
- e. Mission statement
- f. Description of services offered
- g. Number of employees
- h. Ownership of business classification
- i. References

Proposal Format:

It is requested that the proposal conform to the following format:

1. Cover Sheet

- a. The name of the firm and the location of the office which will have the responsibility for the services to be provided and the name, address, and phone number of a key representative who is knowledgeable about the proposal.
- b. All proposals should have the complete legal name of the firm and be signed, in ink, by an officer or employee having the authority to bind the company by their signature. Signatures by anyone other than the president, vice-president or a general partner, should have accompanying documentation that the individual is empowered to bind the company or partnership.
- c. The firm should provide in the cover letter:
 - i. its social security number, if an individual, or
 - ii. its federal identification number, if a proprietorship, partnership or corporation.

2. Description of Services to be Provided and Project Approach

Describe the firm's understanding of the scope of services and how the firm proposes to manage the work.

3. Qualifications of the Firm and Project Team

a. Describe the qualifications and experience of the firm. If sub-contractors and special consultants will be used, they should be identified and their qualifications included in the proposal response.

b. Include a list of the firm's last five projects which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed:

- 1) The project name, brief project description, location, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.
- 2) The member or members of the proposed project team who participated in the listed project and their project responsibility.

4. Response Capability

Give an overview of current workload identifying specific projects, priority to be assigned to School Board projects, and staffing available relative to the firm's ability to respond to the School Board's request for services.

5. Insurance

The School Board shall require that the firm maintain insurance of the types and in the amounts set forth below. A sample insurance certificate is the preferred method of indicating coverage. ACORD form 25S will be acceptable.

COVERAGE LIMITS

- 1) Worker's Compensation State Statutory: Virginia
- 2) Employers Liability \$100,000 accident; \$100,000 disease \$500,000 policy limit disease
- 3) General Liability \$1,000,000 combined single limit for Premises/Operations bodily injury or property damage Independent Contractors each occurrence Products & Completed Operations
- 4) Automobile Liability \$500,000 bodily injury & property Owned, Hired & Non-owned damage each accident
- 5) Professional Liability \$2,000,000 per claim; \$3,000,000 aggregate.

The certificate holder shall be Northampton County School Board and each insurance policy required by this RFP, except for policies for worker's compensation shall contain the following clause: "Northampton County Public Schools, its officers, agents, employees, and representatives are added as additional insureds with regard to operations and activities of, or on behalf of the named insured performed under the contract with Northampton County Public Schools.

6. References

Give name, address and telephone number of references for the five projects listed in Section 3b. Include references for owner, engineers and general contractors. The School Board may, at its discretion, contact these and other known references to discuss the past performance of the firm and project team.

7. Other Supporting Data

Other information which is felt to be relevant to the selection of the firm.

Firm Offer

A written award to the successful Offeror, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party by submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses. If the successful offeror is a corporation, the corporation must be registered to do business in the Commonwealth of Virginia.

The Firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract.

Authorized Signature

All proposals must be signed in order to be considered. If the Offeror is a partnership or corporation, the Offeror must show the title of the individual signing the Offeror, and if the individual is not an officer of the partnership or corporation, the Offeror must submit proof that the individual has the authority to bind the partnership or corporation.

2.3 ANTI-COLLUSION

Submission of this proposal is the Offeror's express representation that during the preparation and submission of its proposal:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by Northampton County School Board has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

2.4 CERTIFICATION OF CRIME AGAINST CHILDREN

The Offeror shall provide certification that Offeror and Offeror's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix B and submit the certification contemporaneously with the executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. The Northampton County School Board shall not be liable for materially false statements regarding the certifications required under the Contract.

2.5 CERTIFICATION OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND NORTHAMPTON COUNTY PUBLIC SCHOOLS EMPLOYEES

To the extent that neither Offeror nor any of Offeror's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the School Board or Northampton County Public Schools, Offeror shall reveal such relationships to the School Board. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix C and submit the certification contemporaneously with the executed Contract.

2.6 ERASURES

Proposals having erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the proposal. Prior to submission or opening, errors may be crossed out and corrections entered in ink and initialed in ink by the person signing the proposal. No proposal shall be altered or amended after the specified time for opening. Proposals filled in with pencil will be rejected.

2.7 SUBMISSION INSTRUCTIONS

The proposal shall be submitted in a concise, typed and neatly bound presentation. An original and three copies (total of four) of your proposal document signed by the Offeror's contractual binding authority are required and must be received no later than **June 1, 2022 at 2:00p.m.** The School Board will not assume responsibility for reproduction where an insufficient number of copies have been supplied and failure to comply with this or other requirements of this Request for Proposal may result in rejection of the proposal. Email and/or faxed proposals **will not** be accepted and any such proposals shall not be considered. The School Board will not be responsible for proposals delayed in mail or by delivery service. Selected vendor will be notified on or around June 28, 2022.

All proposals must be sealed and labeled (on the outside of the sealed container) to show the following:
Proposal for "SEALED PROPOSAL – Demolition Services RFP# 2022-001"

Sealed Proposals must be submitted prior to the date and time indicated in this Request for Proposal to:

Northampton County Public Schools, 7207 Young Street, Machipongo, VA 23405

The Northampton County School Board will make no reimbursement for the cost of developing or presenting proposals in response to the RFP 2022-001.

2.8 CLOSING DATE

To be considered, a proposal must arrive at the issuing office on or before June 1, 2022 at 2:00 P.M. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Offerors must submit a complete response to the RFP, using the format outlined. No other distribution of proposals will be made by Offeror. Materials or information later submitted by an Offeror at the School Board's request shall not be considered a violation of this paragraph. Proposals received after the time set for receipt shall not be considered and shall be returned unopened to the offeror. Nothing herein is intended to exclude any responsible offeror or in any way restrain competition. On the contrary, all responsible offerors are encouraged to submit proposals.

2.9 INQUIRIES

All inquiries concerning clarification of this RFP must be made in writing no later than seven (7) days prior to the closing date to Chris Truckner, Chief of Operations, Northampton County Public Schools, 7207 Young Street, Machipongo, VA 23405 or emailed to ctruckner@ncpsk12.com. Inquiries that are pertinent to all solicited Offerors will be answered by addenda posted on the Northampton County Public Schools website, www.ncpsk12.com, no later than two (2) days prior to the closing date. Offerors must acknowledge receipt of all addenda with their proposals.

2.10 SUBMISSION OF A PROPOSAL INDICATES AGREEMENT TO TERMS OF REQUESTS FOR THIS PROPOSAL

Submission of a Proposal in response to this solicitation binds the offeror to all requirements set forth in the Requests for Proposal.

SECTION 3 – EVALUATION OF PROPOSALS

3.1 OPENING OF PROPOSALS

Sealed Proposals will be received on June 1, 2022, at 2:00 P.M. at NCPS School Board Office and shall be reviewed and competitively negotiated as authorized by the Virginia Public Procurement Act. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

3.2 EVALUATION

During the evaluation phase, proposals are reviewed by the Review Committee.

ADDITIONAL INFORMATION MAY BE REQUIRED:

Before a Proposal is considered for award, the Offeror may be requested by the Review Committee or the School Board to provide additional information or clarification to a question or concern.

3.3 SELECTION

Unless canceled or rejected, a three-person Review Committee will review the RFP proposals based on the below weighted criteria. The Review Committee will make a recommendation to the Northampton County School Board for final approval.

EVALUATION CRITERIA WITH WEIGHTED AVERAGES

- A. Experience and Qualifications of organization and staff assigned to our account and the Offeror to meet the requirements of the RFP- 30%
 - a. Provide qualifications and experience of the firm, including any sub-consultants and special consultants. Overall qualifications may include, but not be limited to, the size of the firm relative to the scope of work, references, ability to meet deadlines and schedules, familiarity with applicable Federal, State and Local codes, laws and regulations governing the work, previous related experiences, etc.
- B. Ability to meet service requirements as listed within RFP 2022-001 - 20%
 - a. Demonstrate ability to provide favorable response time to project schedules, requirement for review, reports, meeting with staff and regulating agencies and commitment to priority for School Board projects assigned.
 - b. Describe past experience with similar work.
- C. Price. – 30%
- D. Quality of References. - 20%

SECTION 4 – AWARD

4.1 AWARD

Northampton County Public Schools will award the proposal based on Northampton County School Board policy. Either the School Board shall award a contract by a proper vote or the Superintendent of the School Division will award the proposal based on Northampton County School Board policy. Northampton County Public Schools anticipates, but does not guarantee, that it will select an Offeror the day of June 28, 2022.

4.2 CONTRACT

1. The contract format will be AIA Document B101-2007 with supplementary conditions, included as Appendix D.
2. If unable to reach agreement with the first ranked firm, the School Board reserves the right to negotiate with the second ranked firm.

The firm agrees that any resulting contract shall be subject to annual appropriations of the Northampton County Board of Supervisors or the Northampton County School Board, and that non-appropriation of sufficient funding to continue the contract can result in its automatic termination once existing funding is exhausted.

The successful Offeror shall sign a B101-2007 with supplemental conditions substantially in the form of that attached hereto as Appendix D. The proposal submitted by the successful Offeror shall become an attachment to the contract or agreement signed by the Northampton County School Board and the selected Offeror.

4.3 CANCELLATION

The School Board reserves the right not to award the entire proposal should the cost estimates provided during negotiation exceed available funds, funds not be available, or whenever in the best interest of the school division. The Offeror agrees that any resulting contract shall be subject to annual appropriations of the Northampton County Board of Supervisors or the Northampton County School Board, and that non-appropriation of sufficient funding to continue the contract can result in its automatic termination once existing funding is exhausted.

4.3 BASIS FOR REJECTIONS AND AWARDS

The School Board reserves the right to accept or reject any and all proposals or parts of proposals, to waive irregularities and technicalities, and to request revised proposals. The School Board also reserves the right to award the contract on such material deemed to best serve its interest.

4.4 DEFAULT

As time will be of the essence for any orders placed as a result of this proposal, the School Board reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made in accordance with the timelines established in this RFP. In case of default by services ordered by the time specified, the School Board may terminate the contract and, after due notice, may procure them from other sources and hold the defaulting Offeror liable for any resulting additional cost.

4.7 DEBARMENT

An Offeror who is debarred will be disqualified from receiving invitations for bids or requests for proposals and from receiving awards of contracts.

SECTION 5 – SCHOOL BOARD OBLIGATIONS

5.1 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal laws, the laws of the Commonwealth of Virginia, and its policies, the Northampton County School Board does not discriminate on the basis of sex, race, color, age, religion, disability, national origin or on any other basis prohibited by law in the provision of employment and services. The Northampton County School Board is an equal opportunity employer.

5.2 FAITH BASED ORGANIZATION

The Northampton County Public School Board does not discriminate against faith-based organizations.

5.3 ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Superintendent by phone at (757) 678-5151 at Ext. 2002, by mail to Charles E. Lawrence, 7207 Young Street, Machipongo, VA 23405, or by email to elawrence@ncpsk12.com.

SECTION 6 – SCHOOL BOARD GENERAL TERMS AND CONDITIONS

6.1 NO CONTACT

Any contact with any Member of the Northampton County Public School Board or Northampton County Board of Supervisors or representative or employee of those organizations, other than outlined in this RFP, is prohibited. Such unauthorized contact may disqualify an offeror from this procurement.

6.2 NON-DISCRIMINATION

Employment discrimination by the Offeror shall be prohibited. (Section 2.2-4311, Code of Virginia) During the performance of the services required by the contract which is the subject of this RFP:

Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Offeror will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each sub offeror or vendor.

6.3 DRUG-FREE WORKPLACE

A. During the performance of the contract, the Offeror agrees to:

- 1 Provide a drug-free workplace for the Offeror's employees.
- 2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 3 State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
- 4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-offeror or vendor.

APPENDIX A

**ASBESTOS ABATEMENT WORK PLAN
FOR
FORMER NORTHAMPTON COUNTY SCHOOL BUILDINGS
ROUTE 13 LANKFORD HIGHWAY
EASTVILLE, VIRGINIA**

Prepared For:

**Cardno
10988 Richardson Road
Ashland, Virginia 23005**

Prepared By:

**Rockpoint Environmental Consulting, LLC.
1896 Rockpoint Drive
Powhatan, Virginia 23139**

December 2021

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ASBESTOS ABATEMENT WORK PLAN

PART 1

GENERAL

1.01 SCOPE: REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

A. The following materials were found to be asbestos containing:

Main School Building

- **Wall/Ceiling Plaster** - This material was friable and in poor condition at the time of the inspection. There is approximately 500 square feet of this material collapsed onto the floors and into the basement.
- **Exterior Window Glazing Putty** - This material was friable and in poor condition at the time of the inspection. There are approximately 80 (3 ft by 5 ft) windows located on building exterior.
- **Boiler Lagging (Insulation)** – This material was friable and in poor condition at the time of the inspection. There is approximately 280 square feet of this material located in the boiler room.
- **Transite** – This material was considered friable and in poor condition at the time of the inspection. There is approximately 420 square feet of this material located in the boiler room.
- **Fire Door Insulation** – Assumed in fire doors. There are approximately 60 doors located within the building.

Administration Building

- **Roof Shingles/Roof Roll** – This material was in poor condition at the time of the inspection. There is approximately 10,000 square feet of this material, much of it has fallen into the building.
- **TSI (Pipe Insulation)** - This material was friable and in poor condition at the time of the inspection. There is approximately 975 linear feet of this material located in the crawlspace.
- **Exterior Window Glazing Putty** – There are approximately 20 windows assumed located on the building exterior. Windows are currently inaccessible.

Dining/Kitchen Building

- **Roof Shingles/Tar** – This material was in poor condition at the time of the inspection. There is approximately 400 square feet of this material located on the north side of the building.

1.02 DEFINITIONS

All terms not defined herein shall have the meaning given in the applicable publications and regulations.

- A. Air Monitoring: Process of measuring fiber concentration of specific volume of air.
- B. Amended Water: Water to which surfactant has been added to decrease surface tension to 35 dynes per centimeter, or less.
- C. Asbestos: Includes minerals chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, and any of these materials that have been chemically treated or altered.
- D. Asbestos-Containing Material (ACM): Material containing more than one percent (1 percent) by weight of asbestos, prior to commencement of removal. After start of removal, ACM shall additionally include any debris identified visually, which originated from the removal operation.
- E. Asbestos-Contaminated Material: Material that is, or is suspected of being, contaminated with ACM and is to be removed from Work Area for disposal.
- F. Asbestos Debris: Pieces of ACM that can be identified by color, texture, or composition (or dust, if dust is identified visually), which originated from the removal operation.
- G. Asbestos Project Monitor: Means an individual licensed by the Virginia Department of Professional and Occupational Regulation as an Asbestos Project Monitor.
- H. Authorized Visitor: OWNER, OWNER'S Representative, or representative of federal, state, and local regulatory or other agency having authority over Project.
- I. Barrier: Any surface that seals off Work Area to inhibit movement of fibers.
- J. Contractor: Licensed by the Virginia Department of Professional and Occupational Regulation as an Asbestos Abatement Contractor.
- K. Excursion Limit: Concentration of airborne asbestos, to which an employee may be exposed, not to exceed 1.0 fiber per cubic centimeter (f/cc) for 30 minutes.
- L. Encapsulant: Material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent release of fibers.
- M. Friable Asbestos Material: Prior to removal operations, any material that contains more than one percent (1 percent) asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- N. HEPA Filter: High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of 0.3-micron (or greater) diameter particles of liquid test aerosol.
- O. NESHAP: Means the U.S. Environmental Protection Agency's National Emissions Standards For Hazardous Air Pollutants (40 CFR Part 61, Subpart M).
- P. Owner: Northampton County Schools.
- Q. Permissible Exposure Limit (PEL): Concentration of airborne asbestos, to which an employee may be exposed, not to exceed 0.1 f/cc in an 8-hour period per 29 CFR 1926.1101.

- R. Respirator: Device designed to cover mouth and nose (except for some escape respirators) to protect wearer from inhalation of harmful atmospheres, approved by the National Institute for Occupational Safety and Health and Mine Safety and Health Administration (NIOSH/MSHA).
- S. Surfactant: Substance added to water to reduce surface tension and improve penetration.
- T. Time Weighted Average (TWA): Average concentration of contaminant in air during specific time period.
- U. Visible Emissions: Any emissions visually detectable without the aid of instruments.
- V. Wet Cleaning: Process of reducing asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and after use are disposed of as asbestos-contaminated waste.
- W. Work Area: Area where asbestos-related Work or removal operations are performed which is defined and/or isolated to prevent spread of asbestos dust, fibers or debris, and prevent entry by unauthorized personnel. Work Area is Regulated Area as defined by 29 CFR 1926.1101, plus areas designated by OWNER to prevent entry by unauthorized persons.

1.03 SEQUENCING OF ASBESTOS REMOVAL

- A.
 1. Appropriate notifications are submitted to the Virginia Department of Labor and Industry (20 day) and EPA (10 day) prior to demolition activities.
 2. Secure work site as indicated in Part 3.
 3. Prepare regulated areas as indicated in Part 3.
 4. Contractor begins demolition/removal activities and conducts personal monitoring.
 5. Demolish/remove asbestos as specified, and in manner utilizing procedures listed in Part 3 of this plan.
 6. Pack, label, transport and dispose of contaminated material, as indicated in Part 3.
 7. Contractor requests Asbestos Project Monitor to conduct post removal inspection. Upon completion the Asbestos Project Monitor conducts a visual inspection of the work site.
- B. Air monitoring will be performed by Contractor's consultant and the abatement supervisor, monitoring locations will include personals inside the work areas.

1.04 SCHEDULE

The Contractor will have full access to the work area during the abatement. Contractors Supervisor (competent person) will be on site during all asbestos related work.

HOURS OF OPERATION:

Days: Monday through Friday

Hours: 0700 Hours to 1700 Hours

1.05 SITE SECURITY

- A. The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, Subcontractors, and other project representatives, State and local inspectors and any other designated individuals.
- B. An entry logbook will be maintained. The log will contain the names and organizational affiliation of all persons entering the regulated areas and will include the dates and times on site as well as the purpose of that individual being present on the site.

1.06 STANDARD OPERATING PROCEDURES

The standard operating procedure during abatement work to ensure maximum protection and safeguard against asbestos exposure of the workers, visitors, and employees shall be as follows:

- A. Don proper protective clothing and respiratory protection prior to entering the regulated area.
- B. There shall be no eating, drinking, smoking, or in any way breaking the respiratory protection.
- C. Contractor shall require a trained competent person (Virginia licensed supervisor) to perform the following functions. Such individual, designated as the competent person, shall meet all criteria defining a competent person as defined in OSHA Regulation 29 CFR 1926.32 (f) and 29CFR 1926.1101.
 - 1. Monitor the set-up of the work areas.
 - 2. Control entry and exit into the work areas.
 - 3. Insure employees are adequately trained in the use of engineering controls, work practices, personal protective equipment, and decontamination procedures.
 - 4. Insure employees use proper engineering controls, work practices, personal protective equipment, and decontamination procedures.
 - 5. Competent person shall check for rips and tears in work suits, and ensure that they are mended immediately or replaced.
- D. Wetting and misting asbestos debris shall be done using water hoses. Heavy equipment shall be misted with water prior to leaving the regulated work area to prevent contaminated material from leaving site.
- E. Packing, labeling, loading, transporting, and disposing of contaminated material shall be done using double 6-mil polyethylene plastic.
- F. Emergency evacuation procedures for medical or safety reasons shall be posted at the entrance to all regulated areas and understood by all employees.

- G. Appropriate safety devices and measures shall be used in the workspace, to remove hazards from electrical shocks, slippery surfaces, and entanglements in loose hoses or other equipment.
- H. Competent person (licensed Asbestos Supervisor) will be on site at all times.

1.07 EMERGENCY PRECAUTIONS

- A. The Contractor will be prepared to administer first aid to injured personnel after decontamination. Employees will be trained in evacuation procedures in the event of workplace emergencies. Seriously injured personnel shall be treated immediately and evacuated without delay for decontamination. When an injury occurs, work will stop until the injured person has been removed from the work area. The Contractor shall have a first aid kit and fire extinguishers on site.

1.08 RESPIRATORY PROTECTION

The Contractor will:

- A. Provide all workers, foreman, and superintendents personally issued and marked respiratory equipment approved by NIOSH. When respirators with disposable filters are employed, provide sufficient filters for replacement as necessary by the worker.
- B. Ensure that all personnel wearing respirators at the site have received respirator clearance in accordance with the requirements of 29 CFR 1910.134. All personnel wearing respirators must be familiar with their companies Respiratory Protection Program. All personnel must have a fit test certificate not more than 12 months old for the specific respirator to be used.
- C. Respirators are to be worn during all activities inside the regulated areas.
- D. The minimum level of respiratory protection for the work to be performed under this plan is a half face negative pressure respirator equipped with P100 filters. Although this work plan calls for personal exposure assessment monitoring, the abatement contractor will make an initial exposure determination using air monitoring data not more than 12 months of a similar nature. Such data is to be on-site at the beginning of the project.

1.09 PROTECTIVE CLOTHING

The Contractor will:

- A. Provide protective disposable clothing consisting of full-body coveralls, head covers, gloves, and boot covers or reusable footwear, to all workers, foremen, superintendents, and authorized visitors and inspectors.
- D. Provide eye protection and hard hats as required by job conditions and safety regulations.
- E. All disposable protective clothing shall be discarded and disposed of with asbestos containing waste each time the wearer exits from the workspace.

1.10 HYGIENE FACILITIES AND PRACTICES

- A. The Contractor will establish pop up decontamination chambers that are adjacent to the regulated areas for the decontamination of employees and their equipment.
- B. The area will be of sufficient size to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination outside the area.
- C. Work clothing is to be cleaned with a HEPA vacuum before it is removed.
- D. All equipment must be cleaned prior to removal from the work areas.
- E. Water, soap, and clean towels will be provided at the exit of the regulated area for washing. All personnel exiting the regulated area must, as the last step of decontamination, wash their face and hands.
- F. All personnel must enter and exit the regulated area in the following manner.

Entering the regulated area: Change from street clothes into protective clothing and respirator. Proceed through equipment room into the work area.

Exiting the regulated area: Enter equipment room and dispose of protective clothing into appropriately labeled plastic bags. Wash face and hands. Exit equipment room into the clean area.

- G. The Contractor shall instruct all employees and workers in the proper care of their personally issued respiratory equipment, including daily maintenance, sanitizing procedures, etc.

1.11 DISPOSAL ACTIVITIES

- A. All demolition waste will be removed from site in open tractor trailer containers. Each trailer will be lined with double layers of 6-mil poly, then sealed and demarcated before leaving the site. The Contractor will comply fully with these requirements and all U.S. Department of Transportation, EPA, and Commonwealth of Virginia requirements.
- B. All waste shipment records (manifests) will be signed by the owner's representative prior to waste leaving the site.
- C. An approved landfill shall accept the waste.
- E. The Contractor will prepare asbestos waste shipment records documenting transport and disposal of the waste at the designated landfill by completing a Disposal Certificate and forwarding the original to Northampton County Schools along as part of the close out document.

1.12 AIR MONITORING

- A. The Asbestos Project Monitor will perform daily air monitoring and on-site inspections of the work areas. An independent testing laboratory will be used to analyze all samples.

- B. The Contractor Supervisor will perform OSHA personal monitoring during each day of abatement activities.
- C. The Asbestos Project Monitor will keep a log of activities while on site. A copy of the log will be provided following completion of the job.
- D. The Testing Laboratory shall be a current proficient participant' in the AIHA/NIOSH PAT Program for the analysis of asbestos. The Testing Laboratory shall also be licensed by the Commonwealth of Virginia for PCM analysis.
- E. Personal monitoring will include 25% (minimum of one person) of personnel for TWA (8-hour and Excursion) and will include personnel engaged in different tasks.
- F. All samples will be taken using pumps whose flow rates can be determined to an accuracy of +/-5%.
- G. Sampling and analysis methods will be as per NIOSH 7400 using 25 mm cassettes. Air sample results will be posted on-site within 24 hours of sample collection.
- H. The Asbestos Project Monitor will conduct inspections and provide written reports daily. Inspections will include pre-abatement, daily work site inspections during removal and final visual inspections.
- I. After final cleanup the Asbestos Project Monitor will perform a visual inspection in to ensure that the regulated areas are free of any accumulations of asbestos debris.

PART 2
PRODUCTS

2.01 MATERIALS

Contractor to use the following materials in execution of this project.

- A. Polyethylene. Clean sheeting, minimum thickness 6-mil.
- B. Tape. Should be high quality polyethylene film tape, capable of sealing joints between adjacent sheets of polyethylene and attaching polyethylene sheets to finished or unfinished surfaces and adhering under both dry and wet conditions, including exposure to amended water.
- C. Adhesives. Capable of sealing joints between adjacent sheets of polyethylene and attaching polyethylene sheet to finished or unfinished surfaces and adhering under both dry and wet conditions, including exposure to amended water.
- D. Sealants. Sealing material shall be both penetrating and bridging and may be applied by a one or two coat system and shall meet the following criteria:
 - 1. ASTM Standard #84-84
 - 2. Underwriters Laboratory approval for Class 1A
 - 3. Fire Rating: Class A
 - a) Flame Spread: 0-25
 - b) Fuel Contribution: 10
 - c) Smoke Density: 5
- E. Wetting Agent. Acceptable wetting agent shall be surfactant which shall consist of 50% polyoxyethylene ether and 50% polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce of surfactant to five gallons of water.
- F. Impermeable Containers. Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1910.1101. Containers must be both air and watertight and must be resistant to damage and rupture.
- G. Warning Labels and Signs. Asbestos warning signs for posting at perimeter of work area, as required by OSHA.
- H. Flexible Duct. For Air filtration devices.
- I. Disposable Coveralls. Acceptable for use as PPE in the asbestos abatement industry.

2.02 TOOLS AND EQUIPMENT

- A. Transportation Equipment. Transportation equipment, as required, shall be suitable for loading, temporary storage, transit and unloading of contaminated waste without causing exposure to persons or property.
- B. Vacuum Equipment. All vacuum equipment utilized in the work area shall utilize HEPA filtration systems.
- E. Water Sprayer. A water hose shall be used to wet debris material and inhibit the spread of airborne dust.
- F. Other Tools and Equipment. The Asbestos Abatement Contractor shall provide other suitable tools for the disposal activities including, but not limited to rounded edge shovels.

PART 3

EXECUTION

3.01 PRE-ASBESTOS DEMOLITION PREPARATIONS

- A. The power pole and pole-mounted transformers along with power lines located on the exterior southwest corner of the main school building shall be disconnected and the pole re-located out of the work area.
- B. Trees and other vegetation shall be cleared from around the buildings in order to provide access to the building exteriors.
- C. Electricity and water will be provided by the abatement demolition contractor.
- C. Prior to any abatement work in an area, restrict the work area to everyone other than trained personnel and authorized visitors. Erect signs around the perimeter, including all points of ingress, in accordance with EPA, OSHA and this specification. Maintain a log of all people entering and exiting the workplace.
- D. Provide barriers to prevent unauthorized entry during the abatement, and post required warning signs.
- E. Each area will be regulated by use of warning signs and tape. All work will be conducted within this regulated area. The procedures listed in 3.02 will be utilized.

3.02 DEMOLITION OF STRUCTURES WITH REGULATED ASBESTOS CONTAINING MATERIAL (RACM)

- A. A competent person (Asbestos Supervisor) shall supervise the work. All workers including equipment operators shall be licensed asbestos abatement workers.
- B. Personnel protection as described in Part 1.08 and, 1.09 will be worn inside the regulated areas at all times.
- C. Air monitoring shall be in accordance with the requirements set forth in Part 1.12.
- D. Demolition procedures:
 - 1. Construct a three-stage decontamination chamber to include equipment room, shower, and clean room to be staged at the regulated work area perimeter.
 - 2. Regulate the work areas with asbestos danger tape and signage prior to beginning demolition activities. OSHA required asbestos warning signs will be posted at all approaches to the regulated areas. Allow enough room for the movement and staging of equipment and debris.
 - 3. The work site will be equipped with a HEPA vacuum as per OSHA requirements.
 - 4. Prior to and during demolition, building debris shall be misted with water to inhibit the spread of airborne dust.

5. Demolition activities will be performed using heavy equipment (excavator, bulldozer, etc.).
6. Once demolished, asbestos waste and debris will be placed into double layer 6-mil lined open tractor trailer beds. Allow enough plastic to fold over and seal debris. Tractor trailer beds will be backed into the regulated work area for loading. Driver and cab will remain outside the regulated work area.
7. Once demolition of the structure is completed, the work site will be graded, and smaller debris removed.
8. Following completion, a final visual inspection will be performed. Once the visual inspection is passed, the work area can be de-regulated.

3.03 POST REMOVAL PROCEDURES

- A. Disposal shall be in accordance with Part 1.11. The Contractor will provide Northampton County Schools with an asbestos waste shipment record with the original signature of the landfill operator's authorized representative within thirty days of the waste leaving the site.



1. View south side of main school building.



2. View of damaged roof on main school building.



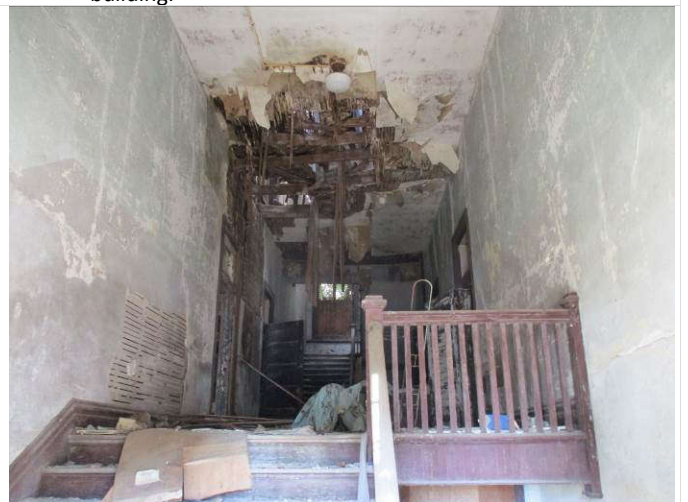
3. View of power pole and transformers on west side of main school building.



4. View of vegetation on north side of main school building.



5. View of vegetation of east side of main school building.



6. View of damaged ceiling in main school building.



7. View south side of administration building.



8. View west side of administration building.



9. View east side of administration building.



10. View north side of administration building.



11. View of roof damage on administration building.



12. View of roof damage on administration building.



13. View inside the administration building.



14. View inside the administration building.



15. View of the dining room/kitchen building.



16. View of asbestos roofing on the north side of the dining room/kitchen building.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to an Offeror, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

6.4 UNAUTHORIZED ALIENS

The Offeror certifies that it does not, and shall not, during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.5 ADVERTISING

In the event a contract is awarded for the services included in this proposal, the successful Offeror shall make no indications of such services to the Northampton County Public Schools in any way in product literature or advertising without the prior written approval of the Northampton County School Board.

6.6 AVAILABILITY OF FUNDS

It is understood and agreed between the parties to any contract resulting from this proposal that the School Board shall be bound hereunder only to the extent of funds available from appropriate sources for the purposes of such contract.

6.7 CANCELLATION

The School Board shall have the right to terminate any resulting contract for failure of performance by the Offeror. Upon receipt of written notice by the School Board of Offeror’s failure to perform under the Contract, the Offeror shall have thirty (30) days to remedy such breach of performance or default.

6.8 INSURANCE

The successful Offeror(s) must furnish to the School Board evidence of the insurance required in paragraph 7.02, below. A sample insurance certificate is the preferred method of indicating coverage. ACORD form 25S will be acceptable. The certificate holder shall be Northampton County School Board.

The Offeror(s) also agrees to defend, save harmless, and indemnify the School Board from and against any and all claims for damages against the School Board allegedly caused by its errors, omissions, or negligent acts in the performance of services, as set forth in Section 6.19, below.

6.9 INVOICING

The successful Offeror(s) shall submit itemized invoices for goods and services rendered and containing the Purchase Order number assigned, according to the timelines outlined in this Request for Proposal.

APPENDIX B

CERTIFICATION OF CRIMES AGAINST CHILDREN

Offeror acknowledges that the implementation of this contract requires Offeror’s employees or other persons within Offeror's control to have direct contact with Northampton County Public Schools’ students. Therefore,

Offeror hereby certifies that neither Offeror, Offeror’s employees nor any person who will have direct contact with students on school property during regular school hours or during school sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Offeror understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Northampton County School Board and Northampton County Public School employees shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO
- YES (please explain)

Offeror

Date

By: _____

Name: _____

Title: _____

APPENDIX C

**CERTIFICATION OF INTERESTS & RELATIONSHIPS WITH NORTHAMPTON
COUNTY BOARD OF SUPERVISORS, SCHOOL BOARD OR EMPLOYEES OF
NORTHAMPTON COUNTY PUBLIC SCHOOLS**

Offeror hereby certifies that neither Offeror, nor any of Offeror's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, Northampton County Public Schools (NCPS).

To that extent that such relationships exist, Offeror shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

- Neither Offeror nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, Northampton County Public Schools.

- The following individuals currently maintain a financial relationship with Offeror:
NCPS Employee's Name:

Position with NCPS:

Nature of Relationship:

- The following individuals currently maintain a familial relationship with Offeror:

NCPS Employee's Name:

Position with NCPS:

Nature of Relationship:

Offeror

Date

By: _____

Name: _____

Title: _____



AIA[®]

Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

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

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

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

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

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

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

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, 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.)

§ 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. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

Init.

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User Notes:

(1481466181)

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

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

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation
- .4 Professional Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

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

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(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 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		

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§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner’s consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s 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 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, 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.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

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

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.4 Either party may terminate this Agreement upon not less than 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.

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

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

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (_____ %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (_____ %)
Design Development Phase	percent (_____ %)
Construction Documents Phase	percent (_____ %)
Bidding or Negotiation Phase	percent (_____ %)
Construction Phase	percent (_____ %)
<hr/>	
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ percent (_____ %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (_____) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

_____ %

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

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for **AIA[®] Document B101[™] – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:39:14 on 08/04/2015.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:39:14 on 08/04/2015 under Order No. 3191564844_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)