

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »

BETWEEN the Architect’s client identified as the Owner:

Ascension Parish School Board
1100 Webster Street
Donaldsonville, LA 70346
(225) 391-7000

and the Architect:

« »insert Architect’s name and contact info
« »
« »
« »

for the following Project:

« » insert name of Project« »

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:

« »insert REFERENCE(S) ONLY to Program document and/or Educational Specification applicable to this Project

§ 1.1.2 The Project's physical characteristics:

« »insert paragraph describing project (i.e.: New Middle School for 750 students on 16.9-acre site) and list REFERENCE(S) ONLY to applicable documents such as surveys, geotechnical reports, traffic studies, etc.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

« »insert Owner's budget for the Cost of the Work

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

- .1 Design phase milestone dates, if any: insert
 - .1 Program Confirmation/Schematic Design Phase submittal due date: « insert »
 - .2 Design Development Phase Submittal due date: « insert »
 - .3 Construction Document Phase Submittal due date (See Section 12.4): « insert »
- .2 Anticipated Construction commencement date:

« »insert anticipated date

.3 Anticipated Substantial Completion date or dates:

« »insert anticipated date(s)

.4 Other milestone dates:

« »identify milestone(s) and insert date(s), if any, i.e. Start of School date.

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

« Competitive public bid »

§ 1.1.6 Not Used.

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

Chad Lynch, Director of Planning and Construction
1100 Webster Street
Donaldsonville, LA 70346
(225) 391-7000
or his designee

In addition, the Owner may elect to assign a separate Program Manager or Project Manager as an Owner's Representative under Article 2.1.1 of the A201 General Conditions. The term "Owner" means the Owner, the Owner's authorized representative and any assigned Owner's Representative(s).

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

« »insert name of person or entity, if any.

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

.1 **Geotechnical Engineer:**

« »« »insert name, if any

.2 **Civil Engineer** (See Section 3.1.2.1):

« »« » insert name, if any

.3 Other:

Foodservice:

Futch Design Associates
7948 Goodwood Blvd.
Baton Rouge, LA 70806
(225) 923-1289

Environmental Engineering:

Wynn L. White Consulting Engineers
17485 Opportunity Ave.
Baton Rouge, LA 70817
(225) 761-9141

Landscape Architect:
TBD

Security Consultant:
TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

« »insert name of Architect’s representative

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer (See Section 3.1.2.1)
insert name of Architect’s engineer

.2 Structural Engineer:

insert name of Architect’s engineer

« »
« »
« »
« »

.3 Mechanical Engineer:

insert name of Architect’s engineer

« »
« »
« »
« »

.4 Electrical Engineer:

insert name of Architect’s engineer

« »
« »
« »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »insert name(s), if any

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

« »insert special Initial Information, if any

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule for the Architect’s services.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement, in accordance with the current issue of the Owner’s *Procedure Manual for Design and Construction*, and in accordance with applicable provisions of

the A201™–2017, General Conditions of the Contract for Construction as amended by Owner. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. Architect hereby represents to Owner that 1) Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that 2) Architect will visit the site for each Project and thoroughly familiarize itself with the local conditions under which the services required hereunder are to be performed; and that 3) Architect shall correlate its observations of same with all of the requirements of this Agreement and of the construction Contract Documents.

§ 2.1.1 The Architect shall follow and comply with procedural requirements of the Ascension Parish School Board, including but not limited to the current issue of the *Procedure Manual for Design and Construction*, and Board policies for Change Order processing, and rain delays. If the Architect fails to comply with the Board procedures, the Architect shall be responsible for any damages or penalties that result.

§ 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 and in accordance with the project schedule provided by Owner.

§ 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 until termination of this Agreement:

§ 2.5.1 Architect shall maintain at no additional cost to the Owner throughout the period of this Project and for two years after the date of the recording of the certificate of substantial completion, a standard form of error and omissions insurance with an insurance company satisfactory to the Owner. The errors and omissions insurance shall be a minimum limit of liability as follows:

Minimum Limit of Liability	Construction Cost
\$1,000,000.....	Up to \$10,000,000
\$2,000,000.....	Over \$10,000,000
\$3,000,000.....	Over \$15,000,000

§ 2.5.2 The Architect shall also maintain, throughout the period of Basic Services, insurance coverage for comprehensive general liability of \$1,000,000.00, per each occurrence with an aggregate limit of \$2,000,000; automobile liability with a minimum limit of \$1,000,000.00 per accident/occurrence; and workers’ compensation as statutorily required and Employer’s liability insurance in the amount of \$1,000,000.00, in forms and with insurance companies satisfactory to the Owner.

§ 2.5.3 The Architect shall require that any and all consultants engaged or employed by Architect are included in the Architect’s policies as additional insured or carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such consultants. Architect shall submit to Owner proof of such insurance coverages in amount satisfactory to the Owner.

§ 2.5.4 All insurance policies shall be written by companies authorized to do business in Louisiana and shall incorporate a provision requiring written notice to the Owner at least 30 days prior to any cancellation or non-renewal by the insurance company. If the Architect cancels or does not renew, he shall notify the Owner within 24 hours. Any insurance company shall have at least an “A-” rating according to the latest A.M. Best Report. Any deductible shall be the responsibility of the Architect. A copy of each policy or a certificate of insurance shall be provided to the Owner listing the owner as a certificate holder or additional named insured.

§ 2.5.5 All “Errors & Omissions” or Professional Liability insurance policies provided by Architect or Architect’s Consultants shall be a “claims made” type of policy. In the event at any time any such policies are cancelled or non-renewed, Architect shall immediately provide a substitute insurance policy with terms, conditions, and in amounts which comply with the terms of this Agreement. Such substitute policy shall be a “claims made” policy and shall provide for retroactive coverage retroactive to the date of commencement of the work under this Agreement.

§ 2.5.6 Architect shall also be liable for any losses that occur where insurance is contractually required but not procured or purchased by Architect or permitted to lapse or be cancelled.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Owner’s authorized representative (if any), as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. If the Owner designates a separate Program Manager or Project Manager as an Owner’s Representative under Article 2.1.1, the Owner, the Owner’s authorized representative and any assigned Owner’s Representative(s) shall be specifically-named as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect’s services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall make a prompt written record of all meetings, conferences, discussions and decisions made between and/or among the Owner, Program or Project Manager, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work. The Architect shall generate and distribute minutes of each meeting to all participants within three (3) business days of each meeting.

§ 3.1.1.1 The Architect shall insure that consulting services provided by Architect-retained consultants include: conduct periodic on-site inspections, review and provide comments on shop drawings and submittals, prepare any required supplemental instructions in writing, conduct a final inspection, prepare and provide to the Architect a written list of deficiencies to be included with the Architect’s final punch list, and assist the owner in pursuing warranty claims arising during the one year warranty period.

§ 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants provided that any inaccuracy or lack of completion is not the result of any negligent acts, errors, or omissions on the part of the Architect. Nothing in this Article shall be construed to require the Architect to affirmatively determine the accuracy of the information that is prepared for the Owner by other licensed professional (e.g. land surveyors, accountants, insurance professionals, attorneys, etc.) who are not engaged directly or whose performance has not been controlled by the Architect. While the Architect has no affirmative duty to become aware of same, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services, information, surveys and reports.

§ 3.1.2.1 The Architect shall provide ordinary Civil Engineering design, including but not limited to vehicular and pedestrian paving design, building pad design, site grading design and site drainage design required for the Project. Such Civil Engineering services shall include satisfactory provision of all information, analyses, studies and designs required by Ascension Parish Government prior to permit review and at any time afterward. In the event the Project requires extensive civil engineering studies and/or design of stormwater drainage retention systems the Owner may elect to authorize provision of such studies and/or design services by the Architect as a Supplemental Service. The

Architect shall coordinate and incorporate in his construction documents all information provided by the Owner's civil engineering consultant as necessary for permitting, bidding, construction and completion of the project.

§ 3.1.2.2 Depending upon requirements of the Project, the Owner may retain and provide certain consultants to the Architect, including but not limited to Geotechnical Engineers, Environmental Engineers, Food Service design consultants, Landscape design consultants, and Security consultants. The Architect shall coordinate and incorporate in the design and construction documents all information, drawings and specifications provided by the Owner-retained consultants as necessary for permitting, bidding, construction and completion of the project.

§ 3.1.2.3 If requested by Owner, the Architect shall provide guidance in the selection and monitoring of geotechnical engineers, material testing laboratories, and other similar Owner-retained consultants required for the Project.

§ 3.1.2.4 If requested by Owner, the Architect shall provide detailed Cost Estimating services as required.

§ 3.1.2.5 If requested by Owner, the Architect shall provide Furniture, Furnishings and Equipment Design services as required.

§ 3.1.2.6 If requested by Owner, the Architect shall provide Architectural Interior Design services as required.

§ 3.1.3. The Architect shall submit to the Owner a schedule for the performance of the Architect's services which may be adjusted by mutual agreement of the parties. Once approved by the Owner and Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall prepare and submit any documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for obtaining any and all approvals, acceptances, permits, and certificates required for occupancy and use of the project from any Federal, State, Parish or local governmental authority having jurisdiction over the Project.

§ 3.2 Program Confirmation/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. The Architect shall review and analyze the Owner's needs and scope requirements for the Project, including but not limited to design objectives, limitations and criteria; space requirements; space relations; number and functional responsibilities of personnel; flexibility and expansibility; special equipment and systems; the limitation of available funds; and site requirements of the Owner in order for the Architect to prepare a complete Program Confirmation document in accordance with the Owner's *Procedure Manual for Design and Construction*.

§ 3.2.1.1 If requested by Owner, the Architect shall complete, correct or refine Owner's Program information as required.

§ 3.2.1.2 If requested by Owner, the Architect shall thoroughly investigate existing conditions, systems or facilities, and produce measured drawings and/or other documentation of existing conditions as required.

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

§ 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project, and record such understanding in the Program Confirmation document.

§ 3.2.4 Based on the Owner's approval of the Program Confirmation document, 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 representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program 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 Depending upon the Project, the Owner may elect to waive the requirement for a separate Design Development submittal and instead allow Design Development phase services to be combined with Construction Document Phase services. If Design Development Phase services for the project are not waived, based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

§ 3.4.3.1 The Architect shall include in the Construction Documents requirements for the Contractor to provide operations manuals and training for the Owner's staff in the operation of the mechanical, electrical, heating and air conditioning, energy management, building automation, security, door access control, intercom, telecommunications and any similar systems installed by the Contractor as part of the Project.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 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. Review or approval by the Owner shall not constitute Owner's approval of the means, techniques or particular materials recommended by the Architect.

§ 3.4.6 If required by the Project and requested by Owner, the Architect shall prepare Construction Documents for alternate, separate or sequential bids.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner as required during Procurement Phase. 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.

§ 3.5.1.1 Procurement activities shall comply with Louisiana Public Bid Law (Louisiana Revised Statute 38:2212).

§ 3.5.1.2 If required by the Project and requested by Owner, the Architect shall provide services in connection with bidding, negotiation and construction for alternate, separate or sequential bids.

§ 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 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. Such services, including necessary revisions to Drawings, Specifications and other documentation resulting from approved substitutions, shall be provided as a Basic Service.

§ 3.5.2.4 Items not approved in the Program Confirmation/Schematic Design documentation and/or items previously rejected or not approved shall not be included in any addendum without the Owner's written approval.

§ 3.5.3 In the event the lowest responsible bid exceeds either the funds allocated for the Project as reflected in the Owner's Budget OR the final estimate of Construction Cost provided by the Architect and accepted by the Owner, the Architect, at the Architect's costs and expense, and in consultation with and at the direction of the Owner, shall modify the Project's program, scope or quality and the Contract Documents as necessary to bring the cost of the Project within the Project's budget as established by the Owner or the Architect's final estimates.

§ 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™-2017, General Conditions of the Contract for Construction as amended by Owner.

§ 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. However, to the degree that the Architect's negligent conduct, fault, failure to perform, or omissions cause damages to the Owner, the Architect shall be liable for those damages.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon Architect's affirmation of Contractor's satisfactory completion of any required warranty Work.

§ 3.6.1.4 The Architect shall review and approve in writing all Preconstruction Submittals required by Article 3.22 of the A201 General Conditions prior to commencement of any Work. With regard to the Contractor's Schedule of Values, the Architect shall have a specific duty to guard the Owner against an unbalanced Schedule of Values which places more value on certain elements of the work than is indicated in Architect's Project estimates or is reasonably applicable under the circumstances of the Project.

§ 3.6.1.5 The Architect shall coordinate with the Owner's materials testing agency at intervals appropriate to the construction in progress.

§ 3.6.1.6 The Architect shall furnish all necessary drawings and services for incidental changes that are requested by the Owner after final drawings are completed.

§ 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 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret 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 A201–2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 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 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 of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, 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 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 and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the 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 order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Drawings, Specifications and other documentation and supporting data, evaluate Contractor's proposals, and provide other services in connection with 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.

§ 3.6.5.3 The Architect will monitor Change Order activity and advise Contractor to record Change Orders whenever required by Louisiana Revised Statute 38:2192.

§ 3.6.6 Close-Out Phase Services

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 review for approval, and if approved forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 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. Once the Contractor's list is verified, the Architect shall determine the value of each individual item of Work requiring correction and/or completion. The valuations shall be modified in accordance with Article 9.8.5 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work or for assessment of Liquidated Damages.

§ 3.6.6.4 The Architect shall review for approval, and if approved 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 or Owner's *Procedure Manual for Design and Construction*.

§ 3.6.6.5 The Architect shall provide complete As-Constructed Record Drawings in accordance with Owner's *Procedure Manual for Design and Construction*.

§ 3.7 Warranty Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall monitor the Project during the one-year warranty period, promptly advise the Owner and Contractor in writing of any potential warranty claims detected or reported, investigate potential warranty claims to verify culpability and monitor Contractor's remedy of warranty claim items.

§ 3.7.1.2 If requested by Owner, the Architect shall provide assistance in the utilization of mechanical or electrical equipment or systems such as testing, adjusting and balancing, training the Owner's personnel for operation and maintenance, and consultation during operation. This obligation applies to any system described in Article 3.4.3.1.

§ 3.7.1.3 The Architect shall be responsible for reporting any work found not to be in accordance with the Contract Documents for a period of one (1) year from the date of the recording of the Substantial Completion of each assigned Project. The one-year period shall be extended for any portions of the Work completed after the date of recording the Substantial Completion. This obligation shall survive acceptance of the Project as provided in the Contract Documents.

§ 3.7.1.4 The Architect shall conduct a thorough inspection of the Project approximately one month prior to expiration of the warranty period, notify Owner and Contractor of any items requiring replacement or correction under terms of the warranty, and monitor satisfactory completion of any required warranty Work.

§ 3.7.1.5 Immediately following the warranty inspection, the Architect shall conduct a meeting with the Owner to review outstanding warranty items, facility operations and performance. Compliance with the foregoing will constitute completion of the Architect's basic services for compensation purposes for each assigned Project, however the Architect shall be required to follow up on items to be corrected during the warranty period for the Project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically requested and authorized by Owner, and the Owner shall compensate the Architect as agreed upon in the authorization. However, if any Supplemental or Additional Services are required as a result of the fault, neglect, or omission of the Architect, then such services shall be performed at the sole costs and expense of the Architect. In such circumstance or event, the Owner shall not be liable to the Architect for any fees or expenses.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Not Used	
§ 4.1.1.2 Multiple preliminary designs	Architect, if authorized as a Supplemental Service
§ 4.1.1.3 Not Used	
§ 4.1.1.4 Not Used	
§ 4.1.1.5 Site evaluation and planning	Architect, if authorized as a Supplemental Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect, if authorized as a Supplemental Service
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect, if authorized as a Supplemental Service
§ 4.1.1.8 Extensive civil engineering (See Section 3.1.2.1)	Architect, if authorized as a Supplemental Service

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.9 Landscape design	Architect, if authorized as a Supplemental Service
§ 4.1.1.10 Not Used	
§ 4.1.1.11 Value analysis	Architect, if authorized as a Supplemental Service
§ 4.1.1.12 Not Used	
§ 4.1.1.13 Not Used	
§ 4.1.1.14 Conformed documents for construction	Architect, if authorized as a Supplemental Service
§ 4.1.1.15 As-designed record drawings	Architect, if authorized as a Supplemental Service
§ 4.1.1.16 Not Used	
§ 4.1.1.17 Post-occupancy evaluation	Architect, if authorized as a Supplemental Service
§ 4.1.1.18 Facility support services	Architect, if authorized as a Supplemental Service
§ 4.1.1.19 Tenant-related services	Architect, if authorized as a Supplemental Service
§ 4.1.1.20 Not Used	
§ 4.1.1.21 Telecommunications/data design	Architect, if authorized as a Supplemental Service
§ 4.1.1.22 Security evaluation and planning	Architect, if authorized as a Supplemental Service
§ 4.1.1.23 Commissioning	Architect, if authorized as a Supplemental Service
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect, if authorized as a Supplemental Service
§ 4.1.1.25 Fast-track design services	Architect, if authorized as a Supplemental Service
§ 4.1.1.26 Not Used	
§ 4.1.1.27 Historic preservation	Architect, if authorized as a Supplemental Service
§ 4.1.1.28 Not Used	
§ 4.1.1.29 Other services provided by specialty Consultants	Architect, if authorized as a Supplemental Service
§ 4.1.1.30 Other Supplemental Services	Architect, if authorized as a Supplemental Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 Scope of Work, schedule and compensation for Supplemental Services to be defined as part of Owner’s request and authorization.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. When specific Additional Services are requested and authorized by Owner Scope of Work, schedule and compensation for Additional Services to be defined as part of Owner’s request and authorization.

§ 4.2.1 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 Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .4 Consultation concerning replacement of Work resulting from fire or other cause during construction.

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.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. In addition, the Owner may elect to assign a separate Program Manager or Project Manager as an Owner's Representative under Article 2.1.1 of the A201 General Conditions. No responsibilities for services contracted to the Architect in this Agreement shall be shared by the Owner, Owners authorized representative or any assigned Owner's Representative. Any review and or approval by the Owner or its representatives shall not relieve the Architect of responsibility for the accuracy of the Architect's services, drawings, and documents furnished pursuant to this Agreement. The Architect has an affirmative duty and obligation to communicate with the Owner, via the Owner's authorized representative or any assigned Owner's Representative(s), as designated by Owner.

§ 5.4 Survey data shall be provided by Owner if and when both parties agree that survey data is required to complete the design contract. When required, the Architect will inform the Owner as to what survey data is required. The Owner will provide a professional land survey, based on the Architect's recommendations, where survey data can be obtained through non-destructive processes.

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

§ 5.6 Not Used.

§ 5.7 Not Used.

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

§ 5.13 Before executing the Contract for Construction, the Owner with the assistance and based on written recommendations promptly provided by the Architect, 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.

§ 5.14 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.

§ 5.15 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is the Owner's budget for construction and 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, and as defined in Article 7.2.2 of the A201 General Conditions. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or 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 The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques, and shall not include any contingency. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate as a Basic Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's 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. The Architect's fee however shall remain based on the approved Owner's Budget for the Cost of the Work at end of Construction Document phase and shall not be based on the increased budget amount;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time following Architect's completion of revisions required by Section 3.5.3;
- .3 terminate in accordance with Section 9.5; or,
- .4 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Any and all plans, designs, specifications, or other construction documents resulting from professional services paid for by the Owner shall remain the property of the Owner whether the Project for which they are prepared is

constructed or not, together with use thereof, all as provided in accordance with and by the limitations stated in Louisiana Revised Statute 38:2317.

§ 7.2 The Architect is granted a license to use same provided that the Architect provides written notice to the Owner of the subsequent use at least 30 days prior.

§ 7.3 Notwithstanding that the Owner owns the plans and documents and has full authority, control, and use thereof 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. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors 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. 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 A201-2017, 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 Architect and Owner waive all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver of consequential damages only includes: (1) damages incurred by Owner for rental expenses (except and not to include rent of temporary classrooms), for losses of use, revenue, funding, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by Architect for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, revenue, or funding, except anticipated profit arising directly from the work. This mutual waiver does not include and does not apply to any foreseeable damages/losses, direct damages/costs, damages/costs for repair or replacement, special damages, liquidated/stipulated damages, or damages/costs/expenses for or related to any indemnification claims (including claims for reimbursement). Particularly, this Section/Paragraph, and the waiver herein, shall not apply to any actions or claims brought by any third party or by the Owner for indemnification of such claims or pursuant to or arising under Article 12.6 or for which Section 12.6 applies. Nothing contained in this Section shall be deemed to preclude an award of liquidated or direct damages, when applicable, in accordance with the requirements of this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 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 litigation in the Louisiana State District Court of the 23rd Judicial District – Parish of Ascension.

§ 8.2.5 If the parties agree to mediation, this agreement to mediate shall include the obligation to include as part of any mediation, by joinder or consolidation, all persons or entities not a party to this Agreement to the extent necessary for the resolution of the matter in dispute involving the Project. The Architect shall include a similar mediation provision in all agreements with the Architect's independent consultants retained for the Project. Should any party required to mediate by this agreement refuse to mediate [and not be ordered to mediate by a court of competent jurisdiction], then the agreement to mediate between the Architect and the Owner shall be terminated

§ 8.3 Arbitration

§ 8.3.1 This Agreement and any claim, dispute, or other matter arising out of or related to this Agreement or the Project shall not be subject to arbitration, unless otherwise separately agreed in writing by the parties. Further, the Architect shall ensure no references to arbitration exist in any and all contract documents related to the Project.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Unless said non-payment is for cause attributable to the Architect, 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 fifteen days' prior written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension. . The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.3 Not Used.

§ 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, the Owner shall compensate the Architect for services performed prior to termination, plus approved Reimbursable Expenses incurred prior to termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. The Owner and the Architect expressly and exclusively consent to the venue and jurisdiction stated in Section 8.2.4 for binding dispute resolution.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended by Owner.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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 Should the Architect suspect the presence of hazardous material or toxic substances on any Project site, the Architect shall immediately report the suspected presence to the Owner in writing. The Architect shall cooperate with and assist the Owner in resolution of problems related to hazardous or toxic materials. Further, the Architect shall not knowingly specify or approve for use in the Project any materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances, as defined under the Federal Toxic Substances Control Act, 15 U.S.C. 2601 et seq. and the rules and regulations promulgated pursuant thereto, including, specifically, 40 C.F.R. Section 763.103 (c) (1988). The Architect shall hold the Owner harmless and indemnify the Owner to the full extent of the law with respect to claims arising out of the Architect's non-compliance with this requirement or with his failure to promptly report the presence of any suspected asbestos or hazardous material.

On renovation projects, the Architect shall visit the site and review the AHERA inventory or manual prior to the preparation of the Construction Documents, and shall have an affirmative duty to promptly advise the Owner of suspected presence and locations of asbestos, asbestos containing materials, hazardous material, or other toxic substances which exist at the site. Furthermore, at any time during the project upon suspected discovery thereof, the Architect shall promptly notify the Owner in writing.

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 When executing this Agreement, if requested by the Owner, the Architect shall submit to the Owner on such forms as the Owner shall designate a non-collusion affidavit similar to that required by Louisiana Revised Statute 38:2224.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- a) Total fee for Basic Services for the Project shall be calculated as the product of the applicable fee percentage from schedule below multiplied by the amount of the Contract Sum. The fee percentage shall be in accordance with the Owner-approved fee schedule as follows:

Construction Contract Sum	Fee Percentage
\$0 – \$1,000,000.....	9.0%
\$1,000,001 – \$5,000,000.....	8.0%
\$5,000,001 - \$10,000,000	7.5%
\$10,000,001 - \$20,000,000	7.0%
Over \$20,000,000.....	6.5%

- b) Until a construction contract award is made, an interim total fee will be calculated and used to determine amounts of progress payments to the Architect. Interim total fee amount shall be calculated as the product of the fee percentage multiplied by the amount of the Owner’s budget for the Cost of the Work.
- c) When the construction contract is awarded, interim total fee shall be recalculated as the product of the fee percentage multiplied by the awarded Contract Sum. The awarded Contract Sum includes Base Bid plus awarded Alternates. If there are Alternates that are not awarded, this fee recalculation shall include a lump-sum fee for the phases of work completed by Architect for the unawarded Alternates, calculated per Section 11.1.1. Following recalculation, fee payments to the Architect shall be increased or reduced as appropriate.
- d) At Project close-out, final total fee shall be recalculated as the product of the fee percentage multiplied by the awarded Contract Sum plus the amount of additive or deductive Change Orders approved by Owner as eligible to receive additional fee. Change Orders not requiring significant work by the Architect are ineligible to receive additional fee. Following recalculation, fee payments to the Architect shall be increased or reduced as appropriate, except as otherwise provided.

§ 11.1.1 Alternates not Awarded

Architect’s compensation for unawarded Alternates: In the event the construction contract is awarded without all Alternates, the Architect shall be compensated for work completed on the unawarded Alternates, calculated as follows:

The successful Bidder's total bid including all Alternates will be identified from the official, approved Bid Tabulation. The fee percentage from Section 11.1.a) corresponding with that total bid will be multiplied by the value of the unawarded Alternates from the successful Bidder's bid tabulation. Resulting figure will be multiplied by seventy percent (70%) to reflect portion of work completed through end of Procurement Phase. Resulting calculated fee for unawarded Alternates only will be added to fee calculation at construction contract award and will comprise final fee payment for Architect's work on the unawarded Alternate(s).

§ 11.1.2 Extended Construction Administration Services

Architect's compensation if Owner authorizes extended Construction Administration services: In the event Contractor fails to achieve Substantial Completion by the scheduled date of Substantial Completion (evidenced by the approved Project Schedule in-force at the time of such failure), and such failure is due to no fault of the Architect, and Architect recommends imposition of Liquidated Damages, the Owner may authorize Architect to extend duration of Construction Administration duties. If Owner authorizes such an extension, Architect will be compensated for the extended duration solely by an extended Construction Administration daily rate calculated as follows:

Extended Construction Administration daily rate = Total Fee for Basic Services (calculated using awarded construction Contract Sum), times twenty-four percent (24%), divided by number of calendar days in original Contract Time.

To determine amounts due Architect, this calculated daily rate will be multiplied by the actual number of calendar days between the scheduled Substantial Completion date and the date the Contractor achieves Substantial Completion. Should the Contract Time be extended for whatever reason following commencement of such authorized extended Construction Administration services, the number of days eligible for payment of the daily rate is reduced accordingly.

§ 11.1.2.1 In addition, following achievement of a delayed Substantial Completion, if the "punch list" items are not complete before the end of the forty-five (45) day 'punch list' period, and such failure is due to no fault of the Architect, beginning on the forty-sixth (46th) day a second-duration of Extended Construction Administration Services may be authorized by Owner. If so authorized by Owner, Architect's compensation for the second-duration of Extended Construction Administration services will be calculated as described at 11.1.2.

§ 11.1.2.2 Owner reserves right to negate authorization for provision of Extended Construction Administration Services at any time for any reason, at which time Architect will be paid the daily rate up to time of Owner's deauthorization.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and authorized in writing by Owner, the Owner shall compensate the Architect as follows:

Compensation for Supplemental Services to be defined as part of Owner's request and authorization. Should the Owner authorize an hourly fee arrangement for a particular Supplemental Service effort, the hourly rates listed below may be charged for work by personnel in the positions listed, and a maximum fee amount may be imposed by Owner.

- 1. Principal of Architectural/Engineering Firm.....at \$200/hour
- 2. Registered Architects/Engineersat \$ 150/hour
- 3. Senior Draftsman (persons with a degree in Architecture or Engineering with a minimum 5 years experience)..... at \$ 120/hour
- 4. Intern Architects and Engineers at \$ 100/hour
- 5. Draftsmanat \$ 75/hour

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

Compensation for Additional Services to be defined as part of Owner's request and authorization. Should the Owner authorize an hourly fee arrangement for a particular Additional Service effort, the hourly rates listed at Section 11.2

may be charged for work by personnel in the positions listed, and a maximum fee amount may be imposed by Owner.

§ 11.4 Compensation for Supplemental and 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 with no markup.

§ 11.5 The proportion of compensation for each phase of Basic Services shall be as follows:

Program Confirmation/Schematic Design Phase	Twenty-five	percent (25	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Twenty-five	percent (25	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	« Twenty-four »	percent (« 24 »	%)
Close-Out Phase	« Three »	percent (« 3 »	%)
Warranty Phase	Three	percent (3	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.5.1 Under Section 3.3.1, should the Owner elect to waive the requirement for a separate Design Development submittal and instead allow Design Development phase services to be combined with Construction Document Phase services, fee percentages for Design Development and Construction Document Phases are combined.

§ 11.5.2 Notwithstanding any provision to the contrary in this agreement, the Architect shall not be compensated for any work not actually performed or done at the direction of the Owner.

§ 11.6 Progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent approved budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.

§ 11.7 Not Used.

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Not Used.
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, and standard form documents at actual cost, except not for those convenience copies needed for the Architect's in-house coordination and/or distribution for use by other consultants. The number of sets required for bidding will be reimbursed MINUS the number of sets for which no deposit is returned to a bidder. The Architect shall furnish the Owner a legible register of all printed sets, identifying the bid set numbers, their respective recipients and dates transmitted. The Architect shall solicit unit price bids for the printing of the Contract Documents sets and submit a written summary of the bids to the Owner. A copy of each print invoice shall be furnished by the Architect for all requested reimbursable printing;
- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no markup.

§ 11.9 Not Used.

§ 11.10 Payments to the Architect

§ 11.10.1 Not used.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon Owner's approval of the Architect's invoice. Architect's invoices shall be submitted in format, or on forms, provided by Owner.

§ 11.10.2.2 Except as provided by Section 12.4, 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

12.1 through 12.3 Not Used.

§ 12.4 Liquidated Damages

§ 12.4.1 When the Architect exceeds the established time schedule for delivery of completed Construction Documents as defined in Section 1.1.4.1.3, including any extensions of time approved by the Owner, then the amount of the fee shall, as Liquidated Damages, be reduced by two-hundred-fifty dollars (\$250) for each calendar day past the due date that the Architect has not delivered all Construction Documents to the Owner complete, coordinated and ready to bid.

§ 12.5 Equal Opportunity

§ 12.5.1 The Architects and all Consultants retained by Architect shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or for any other reason. The Architect shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§ 12.5.2 The Architects and all Consultants retained by Architect shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 12.6 Indemnification and Hold Harmless by Architect

§ 12.6.1 To the fullest extent permitted by law, the Architect agrees to indemnify and hold harmless the Owner, its members, officers, administration, or employees from and against any claims, losses, damages, expenses, liability, and judgments (whether arising in tort or contract) (identified as the Claim) arising out of or resulting from any negligent or intentional act or omission of Architect, its agents, servants, employees, consultants, or sub-consultants. Said indemnity and hold harmless includes any and all costs, expenses, or attorney fees incurred by Owner as a result of any such Claim. However, this indemnity does not apply to any Claim arising from the negligence of the Owner.

§ 12.7 Interpretation

The normal rules of interpretation or construction that any ambiguities in a Document are to be constructed against the drafter shall not be employed in interpretation of this Agreement.

§ 12.8 Conflicting Terms

In the event of any vagueness, ambiguousness, conflict or discrepancy between the terms or conditions of any agreement or documents related to the Project, the terms of the B101-2017 as amended by Owner, shall control. Notwithstanding, the Architect shall have an affirmative duty to timely notify the Owner of any conflict in the documents and seek clarification.

§ 12.9 Indefinite Delivery Contracts (IDC)

If this Agreement has been designated by the Owner as an “Indefinite Delivery Contract” (IDC), then in addition to all other provisions of this Contract, the following special portions contained in this Article 12.9 apply.

§ 12.9.1 This is an Indefinite Delivery Contract and these original Standard Form of Agreement Between Owner and Architect as amended by Owner shall apply to any and all individual projects, which will be assigned by work order or otherwise, during the term of this Contract. The Owner shall assign individual projects to the Architect by individual work orders. The herein referenced documents shall govern each work order, as if separate contracts were executed for each project.

§ 12.9.2 Not all requirements outlined in the Owner’s *Procedure Manual for Design and Construction* will be necessary or required for every work order issued. Submittal requirements shall be determined and agreed upon for each individual work order at the time of issuance and acceptance of that work order.

§ 12.9.3 This agreement and IDC shall terminate one calendar year from the date of execution or upon completion of the Work assigned by Work Order pursuant to the IDC (whichever is longer), unless terminated earlier for the Owner’s convenience or upon cause by either party. This agreement may be renewed or extended at the option of the Owner for subsequent one year periods if the Owner provides written notice to the Architect.

§ 12.9.4 Each individual work order issued by the Owner shall define that particular work order’s budget, scope, schedule and compensation.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended by Owner.
- .2 Current issue of the Owner’s *Procedure Manual for Design and Construction*.
- .3 Exhibits:

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER (Signature)

David Alexander, Superintendent,
Ascension Parish School Board

ARCHITECT (Signature)

« insert Architect's info »« »

