



REQUEST FOR PROPOSAL (RFP)

Spellman Administration Building

Professional Architectural & Engineering Services

**HVAC Upgrade & Building Reorganization and
Renovation**

**Responses to this RFP are due
Monday, November 30, 2026, at 2:00 PM**

**Owner:
West Chester Area School District
782 Springdale Drive
Exton, PA 19341**

Issue Date: October 20, 2026

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

I. Introduction:

The West Chester Area School District is soliciting Requests for Proposal (RFP) from select Architectural firms to provide comprehensive architectural and engineering services to provide planning, design, engineering, and construction-phase support services for the renovation and improvements at the Spellman Administration building which is located at 782 Springdale Drive, Exton, PA in West Whiteland Township. It is the intent of the School District to execute an agreement with an architectural or engineering firm to provide these services.

This RFP, the consultant proposal, including a list of key team members, and a scheduled oral interview and presentation will constitute the selection process which the District will be following to select the successful firm(s).

The RFP addresses the services requested, and as further defined in the Form of Agreement for Architectural Services (attached) and provides the procedures to be followed in submitting your proposals.

District Rights:

- Reject any or all proposals and waive immaterial or minor irregularities at its sole discretion
- Request additional information or clarifications
- Modify or cancel this RFP at any time
- Issue addenda to address questions or provide clarifications
- Conduct interviews with one or more firms
- Award one or more schools to separate firms

II. Scope of Services

The scope of services desired is defined in the Preliminary Project Narrative in Section III and the Form of Agreement for Architectural Services along with the exhibits. Please read the WCASD - Form of Agreement for Architectural Services, and Attachment A, carefully. Exhibits 1, 2, 3 and 4 must be signed and submitted with the proposal for this project.

III. Selection Schedule

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

The West Chester Area School District intends to select the Architect(s) based upon a combination of the firm's technical qualifications, relevant K-12 educational market experience, proposal, interviews, and fees. The schedule for the remaining selection process is:

1. Issue Request for Proposal – Tuesday, October 20, 2026
2. Project Walk-Through – Wednesday, November 4, 2026, at 4:30 pm
3. Questions due – Friday, November 20, 2026, at 4:00pm
4. Proposals due – Monday, November 30, 2026, at 2:00 pm
5. Final Selection and Architectural Contract Board recommendation – January 2027
6. Design of Spellman Administration Building begins – February 2027

The District reserves the right to terminate, suspend, or modify the proposed school project at any time prior to executing the Owner/Architect Form of Agreement. In the event of such termination, suspension or modification, the School District shall have no obligation or liability to any firm's preparing or submitting proposals for this RFP.

IV. Preliminary Project Narrative

There is a brief potential scope of work below for each school. The project will primarily consist of the following, but some items may have to be value engineered out due to budget:

1. Evaluation of the existing MEP, including emergency power and sprinkler systems
2. Review of the current organization of the existing layout for greater departmental efficiency
3. Reconfigure offices and ancillary spaces for better district and departmental efficiency
4. Upgrade / replace the HVAC system
5. Add additional lunchroom spaces
6. Renovate or replace the existing roof
7. Replace floor covering as necessary
8. Evaluate and renovate toilet rooms

Please see below for the proposed project schedule.

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

Spellman Administration Building Project Schedule is as follows:

<u>Task</u>	<u>Finish Date</u>
Architectural Contract Approval	January 2027
Design Kick-Off Meeting	February 2027
Master Plan	April 2, 2027
Schematic Design	May 13, 2027
Design Development	July 14, 2027
Construction Documents	September 17, 2027
Construction Bids Due	October 29, 2027
Award of the Construction Contracts	November 2027
Proposed Project Construction Duration	TBD

The approved overall project budget is \$3,400,000.

V. Instructions for Preparing Proposal

Proposals shall be submitted in five (5) bound copies by Sections and an electronic pdf version of the submission on a USB flash drive, to:

Wayne F. Birster, Jr.
Director of Facilities and Operations
West Chester Area School District
1181 McDermott Drive
West Chester, PA 19380

In order to be considered, proposals must be received by the School District **no later than 2:00 pm, Monday, November 30, 2026.**

Late submissions will not be accepted. The District is not responsible for delivery delays.

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

The cover of the envelope must include clearly “RFP Professional Services – Spellman Administration Building Reorganization and Major Renovation – [Firm Name]”

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

roposals shall contain the information listed below and shall be tabbed as follows:

A. Section 1 – Organization, Staffing and Qualifications:

1. Provide a team organization chart depicting team members. Include names, titles, and specific responsibilities of team members.
2. Provide the address of the specific office which will have responsibility for performing the work.
3. Provide the number of personnel by discipline presently employed at the office specified above. If personnel are qualified in several disciplines, list the personnel only once under their primary discipline. Provide any additional disciplines, e.g.: schedulers, CADD personnel, etc. and the number of personnel in each.
4. Provide resumes for **all** personnel who will have major project responsibilities. Each resume must include:
 - a. name and title
 - b. the project assignment or role that the person will fulfill in relation to this project
 - c. the name of the firm with whom the individual is currently associated
 - d. years of relevant experience with the firm and other firms
 - e. the academic degree(s) achieved, the discipline covered and the year achieved
 - f. professional registrations, field of registration and year acquired
 - g. a synopsis of experience, training or other experience which reflects upon the individual's potential contribution to this project.
 - h. copies of the professional licenses for the primary project contacts
5. Through narrative discussion, show reason why this firm believes it is especially qualified to undertake this project. Discuss any unique qualifications that this firm possesses which would be of benefit to the West Chester Area School District in execution of this project.

B. Section 2 – Understanding of the Construction Program

1. The Architect or Engineer shall in a clear concise manner state his/her understanding of the project and program and the role of Architect or Engineer in the Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and Post Construction Phases. The description must demonstrate that the Architect has a complete understanding of the project.

C. Section 3 – Design Approach

1. The Architect or Engineer shall describe his approach in designing the proposed project. Include a complete description of the work to be accomplished, with a detailed outline of the various design functions and design productions that will be produced in each phase of the project.

D. Section 4 – Project Control

1. The Architect or Engineer shall indicate what techniques are planned to ensure both the approved budget and schedule for the project will be maintained.
2. How is the proposed team going to ensure that a quality QA/QC program is in place to coordinate the final bid documents and avoid costly change orders and project delays?
3. The Architect or Engineer shall indicate if they believe the budget is appropriate for this project given the prospective scope of work.

E. Section 5 – Project Schedule

1. The Architect or Engineer shall submit a master schedule for the project from the Master Plan/Schematic Design Phase to Construction completion.
2. The Architect or Engineer shall review the School District's desired occupancy date for the projects and comment regarding the feasibility of meeting that date.
3. The proposed schedule must include strategies for township land development and code review and approvals in the proposed schedule.
4. Provide a current list of the projects that the proposed team is actively engaged in and list the current phase for each of the projects. Include information for the completion or tentative end dates for each project.

F. Section 6 – Other information

1. The Architect or Engineer shall indicate whether, as a single entity or as a member of a joint venture, the firm has been the subject of any litigation through the discharge of its professional services. If so, provide a detailed description of the litigants, the subject matter, and the disposition of the arbitration or lawsuit.

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

2. The Architect or Engineer shall provide the actual square-foot costs for the firm's last five public school projects (structures only). Separate by categories of "new" and "renovated construction."
3. The Architect or Engineer shall identify what percentage of work (in terms of projects) is Pennsylvania public school work.
4. The Architect or Engineer shall identify whether the firm specializes in new or renovation school projects. You must provide examples of athletic field or stadium projects completed or active.
 - a. Include whether the projects were completed on time, ahead of schedule or behind schedule. If the projects are still active, please list the current schedule of the project as it relates to being on schedule.
 - b. Provide the proposed budget and whether the project is on budget.
 - c. Provide the percentage of cost in change orders.
 - d. Provide a list of project owner's contact information.

G. Section 7 – Fee Proposal

1. The fee proposals shall include all compensation and other payments due the Architect or Engineer (e.g. manpower, overhead, profit, direct costs, etc.) in the performance of the basic services as outlined in the attached Agreement for Architectural Services and Attachment "A".
2. The fee proposal for the project shall include the following:
 - Master Plan/Schematic Design Phase
 - Design Development Phase
 - Construction Document Phase
 - Construction Bid/Award Phase
 - Construction Contract Administration Phase
 - Project Close-out Phase

Please enclose completed Exhibit 1, Exhibit 2, and Exhibit 3 (attached) in this section of your proposal.

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

EXHIBIT 1

FROM:

**TO: Wayne F. Birster, Jr.
Director of Facilities and Operations
West Chester Area School District
1181 Mc Dermott Drive
West Chester, PA 19380**

**Project: Spellman Administration Building HVAC Upgrade & Building
Reorganization and Renovation**

We propose to perform the Basic Services outlined in the Form of Agreement between the Owner and Architect / Engineer and the Request for Proposal dated October 2026 for _____ percent of the awarded prime contract and awarded alternates to begin construction of the project. No adjustments to overall payment will occur due to change orders.

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

EXHIBIT 2

1. The undersigned has verified the figures in Exhibit 1 and understands the Owner will not be responsible for any errors and/or omissions on the part of the undersigned in preparing the Proposal.
2. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all proposals and waive all informalities in connection herewith.
3. The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.

Respectfully submitted this:

_____ day of _____, 2026

Firm Name:

Address:

Signature:

Typed Name:

Title:

EXHIBIT 3

FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

The Form of Agreement for Architectural Services, and its Attachment A “Scope of Basic Services” are attached for your use in estimating time. The document contemplates the minimum tasks required and has been modified to show typical Architectural contract for the project at Spellman Administration Building. **Do not sign or return the agreement** as it is not necessary to do so at this point in the selection process.

The undersigned has reviewed the attached WCASD - Form of Agreement for Architectural Services and the Form of Agreement for Architectural Services Attachment A as part of Exhibit 3.

Respectfully submitted this:

_____ day of _____, 2026

Firm Name:

Address:

Signature:

Typed Name:

Title:

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

EXHIBIT 4

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I state that I am _____, of _____

(Name and Title)

(Name of firm),

located at _____, in the city/town of _____,

County of _____, and State of _____,

and that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder
2. Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the Bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates,

(Name of firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

West Chester Area School District
Spellman Administration Building
HVAC Upgrade & Building Reorganization and Renovation RFP

I state that _____ understands
(Name of firm)

and acknowledges that the above representations are material and important, and will be relied on by WEST CHESTER AREA SCHOOL DISTRICT in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the WEST CHESTER AREA SCHOOL DISTRICT of the true facts relating to the submission of bids for this contract

NAME OF FIRM _____

By: _____

Authorized Representative

Title _____

Subscribed and sworn to

before me this _____ day of _____, 20____

NOTARY PUBLIC

My commission expires _____ 20____ .

End of Non-Collusion Affidavit



Form of Agreement for Architectural Services

AGREEMENT

Made this XX day of January 2027

Between the Owner:

**West Chester Area School District
782 Springdale Drive
Exton, PA 19341**

And the Architect:

For Professional Services in connection with the Project:

**HVAC Upgrade & Building Reorganization and Renovation
Spellman Administration Building
782 Springdale Drive
Exton, PA 19341
West Whiteland Township**

The Owner and the Architect agree as set forth below:

WCASD – Form of Agreement for Architectural Services

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1 **ARCHITECT'S RESPONSIBILITIES**

1.1 ARCHITECT'S SERVICES

- 1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and further enumerated in Attachment A, and any other services included in Article 12.
- 1.1.2 The Architect's performance of services shall be a professional consultant to the Owner, to carry out the activities of Project design and construction administration, and to provide the technical documents and supervision of the design team to achieve the Owner's Project objectives. The Architect shall provide a list of all consultants, which the Architect intends to utilize relating to the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner reserves the right to review the consultants proposed. The Architect shall not retain a consultant to which the Owner has a reasonable objection as long as the Owner provides such objection in writing within seven (7) days of receipt of notice by the Architect of the consultants so selected.
- 1.1.3 The Architect shall provide to the Owner a list of the proposed key project personnel of the Architect and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner, which shall not be unreasonably withheld, unless said personnel cease to be in the Architect's (or its consultants, if applicable) employ.
- 1.1.4 The Architect's services shall be performed as expeditiously as is consistent with reasonable professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect.
- 1.1.5 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.2.

1.2 ARCHITECT'S PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE

- 1.2.1 By execution of this Agreement, the Architect promises a) it is an experienced architectural firm having the skill and the legal professional ability necessary to perform all the services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; b) it has the capabilities

WCASD – Form of Agreement for Architectural Services

and resources necessary to perform its obligations hereunder; and c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the project, such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities, which are applicable to the Project, the Pennsylvania Public School Code and the rules and regulations promulgated there under, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on the Project, and that all drawings, specifications and other documents prepared by the Architect shall be prepared in accordance with and shall accurately reflect and incorporated all such laws, rules and regulations.

1.2.2 The Architect hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Architect and the Project, if constructed in accordance with the intent established by such drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

1.2.3 It is the responsibility of the Architect to make certain that all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate approvals are obtained from Federal, State and local governments and authorities having jurisdiction over this Project.

1.2.4 All design errors and omissions that result in a change order to the Owner will be reimbursed at a rate of eight percent (8%) to the Owner by the Architect subject to mutual agreement regarding the cause of the change order. The Owner acknowledges that renovation projects contain unforeseen, or undocumented conditions, and these may result in change orders. Unforeseen conditions shall be defined as conditions which were concealed and not reasonably observable from a safe vantage point provided by the Owner at the time of inspection. The design team shall not have responsibility to perform any forensic inspections of existing conditions; any destruction shall be performed by the Owner. Enclosed walls, ceilings and floors, along with spaces that have limited access due to occupancy, areas of poor lighting, equipment, and/or heavy furniture shall all constitute items that may conceal existing conditions. Change order that are generated by unforeseen conditions, and changes in scope or are a result of the Owner's directives, are independent of this clause.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of the architectural and engineering services as described in Paragraphs 2.2 and further enumerated in Attachment A, and any other services identified in Article 12 as part of Basic Services.

2.2 SCOPE OF BASIC SERVICES

WCASD – Form of Agreement for Architectural Services

2.2.1 The Basic Services to be provided by the Architect shall be performed in the phases described hereinafter and shall include architectural, structural engineering, mechanical engineering, electrical engineering, plumbing engineering, site/civil engineering, geotechnical engineering, environmental engineering (including hazardous waste removal) and all other services customarily furnished by an architect/engineer and its consultants in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement as further delineated in Article 12 and specifically identified and described in Exhibit “A” attached hereto and made a part of this Agreement.

2.2.2 This Agreement describes the Architect’s Basic Services in six phases, (Master Plan/, Schematic Design, Design Development, Construction Documents, Construction Bid/Award, Construction Contract Administration and Project Closure). The scope of services required by this contract are further enumerated for each phase in Attachment A.

ARTICLE 3 **ADDITIONAL SERVICES**

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect’s control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT SITE REPRESENTATION BEYOND BASIC SERVICES

3.3.1 Making major revisions in Drawings, Specification or other documents when such revisions are:

3.3.3.1 Substantially inconsistent with approvals or instructions previously given by the Owner
or

3.3.3.2 Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to size, quality, complexity, the Owner’s schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.4.

3.3.3 Providing services in connection with significant revisions to Drawings and Specifications resulting from approval of substitutions when said substitutions are requested by the Owner. Basic services shall include clarifications and notification of substitutions to contractors as

WCASD – Form of Agreement for Architectural Services

required for project coordination, when said substitutions are submitted and approved in accordance with the construction contract.

3.3.4 Providing services required for a Change Order as a result of an owner requested change after the project has been bid and Contracts awarded.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the Contractor under the Contract for Construction.

3.3.7 Providing services in connection with a public hearing (except as part of the approval process noted in Attachment A), arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.4 **OPTIONAL ADDITIONAL SERVICES**

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing site evaluations or comparative studies of prospective sites; providing subdivision agreement or recording of subdivisions.

3.4.3 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general planning for future work as indicated in the Project Narrative.

3.4.4 Providing for the Owners' approval detailed cost estimates of Project Cost above and beyond those cost estimates required under basic services and enumerated in Attachment A.

3.4.5 Providing detailed quantity surveys or inventories of material, equipment and labor, except as necessary for the Architect and/or Consultants to verify the reasonably accuracy of Payment Applications.

3.4.6 Providing analysis of owning and operating costs.

3.4.7 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of movable furniture, furnishings and related equipment.

3.4.8 Providing extensive assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation, which are beyond the scope of that normally required to insure proper operation in accordance with the design and specifications except as noted in Article 12.

WCASD – Form of Agreement for Architectural Services

- 3.4.9 Providing consultant services or any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1 The Owner shall provide all available information regarding requirements for the Project, including a 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 (exclusive of code requirements).
- 4.2 The Owners shall establish an overall budget for the Construction Cost for the Project.
- 4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall tender decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.5 The Owner will furnish copies of electronic images of the existing building drawings in the Owner's possession.
- 4.6 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project, are requested by the Architect and mutually agreeable to Architect and Owner.
- 4.7 During construction, the Owner will hire independent testing services, as required, to monitor abatement of hazardous materials.
- 4.8 The Owner shall furnish such legal, accounting and insurance counseling services as the Owner may deem necessary for the Project, and that are not included as part of the Architect's services.
- 4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

WCASD – Form of Agreement for Architectural Services

- 4.12 The Owner will review documents submitted by the Architect for approval at the completion of Schematic Design, Design Development, and Construction Documents phases for consistency with the Owner's intended goals and issue written approval for the same within thirty (30) working days.

ARTICLE 5 **CONSTRUCTION COST**

5.1 DEFINITION

- 5.1.1 The Construction Cost shall be the total sums of compensation paid by the Owner as provided in the Construction Contracts for the Project including all elements of the Project designed or specified by the Architect, consultants working directly for the Architect, and consultant's for which work the Architect is responsible for coordination.
- 5.1.2 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect or the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.
- 5.2.2 If the bidding Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.
- 5.2.3 If the Project Cost Estimate, as established and approved during the Construction Documents Phase, is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:
- .1 Give written approval of an increase in such fixed limit;
 - .2 Authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 If the Project is abandoned, terminate in accordance with Paragraph 8.5; or
 - .4 Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
- 5.2.4 If the Owner chooses to proceed under Clause 5.2.3.4, the Architect, without additional charge, shall modify the Contract Documents as may be necessary to obtain prices within the approved budget or price acceptable to the Owner. The Owner will assist in redesign decisions. All re-design must be approved by the Owner. Should the Architect redesign or conduct rebidding

WCASD – Form of Agreement for Architectural Services

under its responsibilities set out in this paragraph, its Construction Phase and Post Construction Phase services shall be extended to take redesign/rebid delays into account at no additional expense to the Owner.

- 5.2.5 The remedy provided in this Article for cost overruns encountered during the Bid/Award phase of the Project shall be the sole and exclusive remedy by the Owner as to the Architect.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, except as may be provided elsewhere in this Agreement, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies and electronic copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing and with appropriate compensation to the Architect. The Owner shall have the right to retain electronic copies of the Architect's Drawings and overlay and/or modify the documents for uses related to the general operation and maintenance of the facility. No documents altered or modified shall bear the seal of the Architect or Consultants.

Architect shall issue an unlimited copyright license of use of the construction documents upon final payment.

- 6.2 Submission or distribution of documents 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 Architect's reserved rights.

ARTICLE 7

DISPUTE RESOLUTION

- 7.1 Venue and jurisdiction over any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall originate and be in the Court of Common Pleas of Chester County, Pennsylvania.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

- 8.1 If (1) the Owner, abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Architect or its agents or employees, or (2) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Architect and such non-performance

WCASD – Form of Agreement for Architectural Services

continues without cure for a period of thirty (30) days after the Owner receives from the Architect a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Architect may, upon ten (10) days' additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all services performed to the date of the notice terminating this Agreement.

- 8.2 Upon the appointment of a receiver for the Architect, or if the Architect makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) working days written notice to the Architect. If an order for relief is entered under the bankruptcy code with respect to the Architect, the Owner may terminate this Agreement by giving three (3) working days written notice to the Architect.
- 8.3 If the Architect persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority, jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, and after giving the Architect written notice and a period not to exceed fourteen (14) days with which to cure, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Architect seven (7) days written notice, terminate this Agreement.
- 8.4 Under termination of this Agreement by the Owner under paragraph 8.2 or 8.3, the Owner shall be entitled to perform or have performed the Services which should have been performed by the Architect hereunder which decision shall be at the sole discretion of the Owner. Also, in such cases, the Architect shall not be entitled to receive any further payment until completion of the Work and the total compensation to the Architect under this Agreement shall be the amount that is equitable under the circumstances. If the Owner and the Architect are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all the circumstances surrounding such termination, and shall make payment accordingly. Nothing herein shall prohibit the Architect from any remedy it may have for breach of this Agreement, including any wrongful refusal by the Owner to pay sums due and owing under this Agreement.
- 8.5 The Owner may, upon seven (7) day's written notice to the Architect, terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Architect shall immediately discontinue all services affected, unless such notice direct otherwise. In the event of a termination for convenience of the Owner, the Architect's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Architect shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 8.6 Should the Owner terminate the Architect as provided for under this Article, the Owner will acquire such drawings, including the Ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Architect. The Architect will turn over to the Owner in a timely manner and in good unaltered

WCASD – Form of Agreement for Architectural Services

condition all original drawings, a complete set of reproducible as-built drawings, CAD files, specifications, documents and materials performed and over which there is no dispute as of the date of Notice of Termination. In no case shall the Architect be required to finish or deliver instruments of service except upon authorization of completion and payment for same by the Owner.

- 8.7 The payment of any sums by the Owner under this Article 8 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Architect.
- 8.8 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
- 8.9 If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.
- 8.10 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 8.11 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within fourteen days (14) of the date of the notice, the suspension shall take effect without further notice. 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.
- 8.12 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.

ARTICLE 9 **MISCELLANEOUS PROVISIONS**

- 9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.
- 9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

WCASD – Form of Agreement for Architectural Services

- 9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.
- 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other part with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.
- 9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations of agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 9.7 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.
- 9.8 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. 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 whenever renderings, photographs, drawings, or other illustrative information of the Project is released for public information, advertisement, or publicity for the Project.
- 9.9 The headings of captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 9.10 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered period calculated in calendar days.
- 9.11 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 9.12 Notices: Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or five (5) days after deposit in the United States Post Office, postage prepaid certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article:

WCASD – Form of Agreement for Architectural Services

To Owner: Mr. Wayne F. Birster, Jr.
Director of Facilities and Operations
West Chester Area School District
1181 McDermott Drive
West Chester, PA 19380
Phone: 484.266.1255

To Architect:

9.13 INSURANCE

9.13.1 The Architect shall purchase and maintain insurance for protection from claims under worker's or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Architect's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Architect is legally liable. Minimum limits of coverage shall be:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
Worker's Compensation	Statutory
Public Liability	\$2,000,000 Combined Limit
Bodily Injury: Each Person	
Bodily Injury: Each Accident	
Property Damage: Each Accident	
Automobile Liability & Property Damage	\$1,000,000 Combined Limit
Bodily Injury: Each Person	
Bodily Injury: Each Accident	
Property Damage: Each Accident	
Professional Liability	\$1,000,000 per Loss/Claim

9.13.2 Evidence of such insurance shall be furnished to the Owner upon the signing of this Agreement by the Architect, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal, or reduction, the Architect shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.

9.13.3 The Architect shall maintain in force during the performance of this contract and for five (5) years after final completion of the Project, the Professional Liability insurance coverage

WCASD – Form of Agreement for Architectural Services

referenced above. The Architect shall deliver to the Owner a certificate of insurance for its Professional Liability coverage annually, so long as it is required to maintain such coverage.

- 9.13.4 All insurance policies (with the exception of Professional Liability) required under this Agreement shall name the Owner as an additional insured for the insurance and shall contain a waiver of subrogation against the Owner.

9.14 INDEMNIFICATION

9.14.1 Notwithstanding anything to the contrary contained herein, the Architect shall indemnify and hold harmless the Owner from and against all damages, losses and expenses, including but not limited to attorney's fees, associated with third-party claims, arising out of or resulting from i) the Architect's negligent performance or failure to perform its obligations under this Agreement and ii) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting therefrom and caused in whole or in part by any negligent or intentional act or omission of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this Article.

9.14.2 Except as otherwise set forth in this Agreement, The Architect and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault of negligence, including but not limited to any of the following events of occurrences, fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, state of local government acting in its sovereign capacity and strikes. Neither party shall be responsible to the other for the acts, omissions or contractual breaches of the Contractor, its subcontractors, Vendors or Consultants.

ARTICLE 10 **PAYMENTS TO THE ARCHITECT**

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacation, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include only those expenses herein defined that are incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.2 Expense of fees paid for building permits, application fees for zoning and land development, escrow and similar fees for securing approval of authorities having jurisdiction over the Project.

WCASD – Form of Agreement for Architectural Services

10.2.3 Actual expense of reproduction of drawings, specifications, addendums, bid forms and postage for mailing same will only be reimbursable for the following purposes:

10.2.3.1 Soliciting and receiving construction bids.

10.2.3.2 Securing approval of authorities having jurisdiction over the Project.

10.2.4 Expense of models and mock-ups requested by Owner.

10.2.5 Expense of additional insurance coverage or limits requested by the Owner in excess of that herein specified as the minimum coverage required.

10.2.6 The Owner shall reimburse Architect for chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

10.3 PAYMENT ON ACCOUNT OF BASIC SERVICES

10.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2. The "Project Closure Phase" shall be paid at the completion of the phase and not prorated over time.

10.3.2 When compensation is based on a percentage of Construction cost and any portions of the Project are deleted, alternate bids not accepted, 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 Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred, fully supported by invoices, time cards and other documentation as required by the Owner.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

WCASD – Form of Agreement for Architectural Services

- 10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Architect shall furnish supporting documentation as requested by the Owner.

ARTICLE 11 **BASIS OF COMPENSATION**

The Owner shall compensate the Architect in accordance with the terms and conditions of this Agreement as follows:

- 11.1 No initial payment shall be made upon execution of this Agreement.

11.2 BASIC COMPENSATION

- 11.2.1 FOR BASIC SERVICES, as described in Article 2 and Attachment A, and as noted as part of Basic Services in Article 12, and elsewhere any other services as referenced to be included in Basic Services in this Agreement, Basic Compensation shall be the following percent of the Construction Cost in accordance with Articles 5.1 and 10.3:

% of prime contract and alternates awarded at initial contract award; plus reimbursement for land development, zoning or other Township meetings at a cost to not exceed the amount in the proposal supplied by the architect.

- 11.2.2 Where compensation is set as a Not to Exceed Fee, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Master Plan/Schematic Design Phase	percent	15%
Design Development Phase	percent	20%
Construction Documents Phase	percent	40%
Construction Bid/Award Phase	percent	2%
Construction Contract Administration Phase	percent	18%
Project Closure (paid at close out of all contracts)	percent	5%

- 11.2.3 The Basic Services Compensation stated in paragraph 11.2.1 includes all compensation and other payment due the Architect (manpower, overhead, profit, direct costs, cost of consultants, etc.) in the performance of the Basic Services for the Project except specified reimbursable expenses as defined in this Agreement.

11.3 COMPENSATION FOR ADDITIONAL SERVICES

- 11.3.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Article 3 and elsewhere where specifically noted as additional services, the Architect and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are need, the Owner may direct the Architect to proceed with the Additional Services on a time spent basis with Additional Compensation Services to be computed as follows:

WCASD – Form of Agreement for Architectural Services

11.3.2 Principal's and staff's time at the fixed rates as noted in Attachment B. For the purposes of this Agreement, the Principals for this project are:

11.3.3 Employee's time computed Direct Payroll Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, but shall not exceed 2.5 times the base hourly wage of each employee. SEE ATTACHMENT B.

11.3.4 FOR ADDITIONAL SERVICES OF CONSULTANTS, as described in Article 3 and elsewhere where specifically noted as additional services, engineering services, the Architect's compensation shall be a multiple of one (1.0) times the amounts billed to the Architect for such services. SEE ATTACHMENT B.

11.3.5 Reimbursable Expenses incurred while performing Additional Services shall be computed at multiple of 1.0 times actual cost. Reimbursable Expenses shall also include expense of renderings of models for the Owner's use over and above those provided for in Basic Services, if authorized in advance by the Owner. Before incurring any Reimbursable Expenses, the Architect must request and receive written authorization from the Owner.

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.4.2 For meeting attendance associated with a Land Development Application and approval from the Municipality, if required, Fees for Civil Engineering and related Traffic Studies etc. will be billed as Reimbursable Expenses at a multiple of one (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 Unless earlier terminated as provided in Article 8 hereof, this Agreement shall remain in force for a period, which may reasonably, be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility; Dispute Resolution; Professional Liability coverage; Indemnification; Successors/Assignment, Ownership of Documents/Confidential Information and Additional Provisions shall remain in effect after termination of the provisions of the Agreement.

11.5.2 Schedule: Within reason the following schedule shall be adhered to for the construction of the Spellman Administration Building Reorganization and Major Renovation:

Task
Master Plan

Finish Date
04/02/2027

WCASD – Form of Agreement for Architectural Services

Schematic Design	05/13/2027
Design Development	07/14/2027
Land Development	No later than August 2027 if necessary
Construction Documents	09/17/2027
Plancon/Approvals	To be completed, if requested
Award of Construction Contracts	November 2027
Construction	TBD

11.5.3 If the Project is delayed through no fault of the Architect, all specific dates noted in the approved schedule that are affected by the delay will be adjusted by the number of calendar days of the delay.

11.5.4 If the Owner materially revises the Project, a reasonable time extension and/or credit shall be negotiated between the Architect and the Owner.

11.5.5 Payments are due and payable forty-five (45) days from the receipt of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate mutually agreed upon, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Owner.

ARTICLE 12 **OTHER CONDITIONS OR SERVICES**

- 12.1 The Owner will furnish electronic copies of all drawings of the building and additions as currently in their possession. Additionally, the Owner will make available any shop drawings and existing O&M Manuals that are in the Owner's possession if requested by the Architect.
- 12.2 Under the Architect's Basic Services, Architect and corresponding consultants shall prepare and make submissions required for approvals of governmental authorities or others having jurisdiction over the Project, including but not limited to Pennsylvania Labor & Industry, West Whiteland Township and West Goshen Township Building Permits, Water & Sewer Approvals and County Commission Approvals, County Health Department Approval, Department of Environmental Protection, PADOT and Pennsylvania Department of Education
- 12.3 Under the Architect's Basic Services a comprehensive site survey to include property line identification, geographical features, existing storm water management systems and a topography study on a two foot scale is required.
- 12.4 Under the Architect's Basic Services, Architect and Consultants shall provide services to investigate existing conditions or facilities as required to accurately identify conditions and features relevant to the proposed renovations and additions. Provide such services to verify the accuracy of drawings or other information furnished by the Owner, where such information is essential to the design or performance of the work. If the visual observations of the Architect reveal conditions which warrant additional invasive inspection or testing, the Architect shall promptly advise the Owner who shall be responsible for any decisions regarding the implementation of additional inspection and testing so recommended by the Architect.

WCASD – Form of Agreement for Architectural Services

- 12.5 Under the Architect's Basic Services, Architect's Mechanical & Electrical Consultants shall provide assistance in the utilization of equipment and systems at the time of Contractor's operations and maintenance training. Assistance shall be in the form of attending Contractor's operations and maintenance training to verify systems perform as designed and that instruction provided the Owner will adequately provide the Owner with the necessary knowledge to operate the system as intended. Nothing herein shall be construed as the acceptance by the Architect of the duties and responsibilities of the Contractor who is solely responsible for the means and methods of construction and adherence to the Contract Documents.
- 12.6 Under the Architect's Basic Services, at completion of project, Architect shall furnish the Owner a complete electronic copy of the As Built Project Drawings and Specifications for the Owner's records. Drawings shall be a final CAD record set (AutoCAD format as coordinated with Owner) and in PDF format showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractors and transferred by the Architect onto the final CAD drawings. Nothing herein shall be construed as the acceptance by the Architect of the duties and responsibilities of the Contractor who is solely responsible for the means and methods of construction and adherence to the Contract Documents.
- 12.7 Under the Architect's Basic Services, Architect shall coordinate and receive from the Contractors all operation and maintenance manuals, warranties, guarantees and other documentation as required for project closeout as required in the construction contracts. Architect and/or consultants shall verify that the documentation received complies with the requirements of the contract. All documentation shall be turned over to the Owner at the completion of each phase of work. Nothing herein shall be construed as the acceptance by the Architect of the duties and responsibilities of the Contractor who is solely responsible for the means and methods of construction and adherence to the Contract Documents.
- 12.8 Architect's Basic Services shall include the coordination of all project consultants, including those employed by the Architect and those contracted with the Owner. Architect will further coordinate and incorporate into the construction documents all separate contracts, equipment purchase contracts, etc., as identified during the Design Development Phase. However, the Architect shall not be responsible to review or approve the work of the Owner's or Contractor's consultants or for the negligent acts or omissions of the Owner's or Contractor's consultants who remain solely responsible for the accuracy and reliability of their own work.
- 12.9 Project Coordination Under the Architect's Basic Services includes:
- 12.9.1 Coordinate and incorporate into the construction documents all separate contracts, equipment purchase contracts, etc., as identified during the Design Architect's Basic Services shall include the coordination of all project consultants, including those employed by the Architect and those contracted with the Owner.
- 12.9.2 The Architect and his consultants shall be responsible to schedule and attend any meetings necessary to properly coordinate the design and approval effort with all governing agencies, code officials and applicable utilities.

WCASD – Form of Agreement for Architectural Services

- 12.9.3 Any delays associated with lack of coordination by the Architect or his consultants shall be the responsibility of the Architect. Any cost associated with such delays shall be borne by the Architect.
- 12.9.4 The Owner may secure the services of other separate consultants during the period of this Agreement. The Architect and his consultants shall apprise themselves of other consultant activity and coordinate their work with the work of these other consultants as instructed by the Owner.
- 12.10 The Architect shall notify the Owner in writing, of any potential conflicts or delays to the basic services of this Agreement due to the work (or lack of) of the Owner's other separate consultants. No such delays will be recognized by the Owner unless the Architect has provided timely notice in writing.
- 12.11 Under the Architect's Basic Services, Project Conferences/Site Visit: Throughout all phases of the project, the Architect and its consultants shall meet the Owner when requested. Attendees shall be as determined by the Owner. As a minimum, regularly scheduled meetings which the Architect will attend include:
- 12.11.1 Architect Orientation.
- 12.11.2 Pre-design Project Analysis; a one (1) or two (2) day session with all disciplines in attendance, intended as a "workshop" approach to solving schedule, budget and design constraints and clarifying roles and requirements for the remainder of the project.
- 12.11.3 Design conference on a biweekly basis at the School District's Facilities and Operations Offices.
- 12.11.4 Pre-bid conference for each construction Phase.
- 12.11.5 Bid opening and negotiating session for each construction Phase.
- 12.11.6 Pre-construction conference for each construction Phase.
- 12.11.7 Construction progress meetings and site visits on a weekly basis for Architectural and MEP Engineering services for the duration of the Project. Construction/site visits for Structural Engineering Services shall be on an as needed basis with respect to the work being done in the field.
- 12.11.8 One (1) Substantial Completion Inspection (punch list) per construction contract per Phase, up to two (2) Final Completion inspections per construction contract per Phase.
- 12.12 The Owner shall pay for any direct state or local fees and assist the Architect in obtaining all necessary and required permits, licenses, approvals, required for the construction, use and occupancy of permanent structures or for permanent changes in existing facilities.

WCASD – Form of Agreement for Architectural Services

This Agreement, entered into as of the day and year first written above, may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

OWNER

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

(Printed name and title)

Form of Agreement for Architectural Services

Attachment A

Scope of Basic Services

The Basic Services below to be performed by the Architect consist of professional tasks which have as their objective the design, technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care, set forth in this Agreement. The facility shall be suitable for the purposes for which it is intended, comply with all applicable codes and laws and be completed on a timely basis, and within the approved construction budget. The services are described under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily limit the Project, or a designated portion of the Project, to one of each Phase. The Basic Services shall incorporate all documentation, submittals and reviews as required for Pennsylvania Department of Education approval as a reimbursable project.

The scope of work is for HVAC Upgrade & Building Reorganization and Renovations at: Spellman Administration Building, 782 Springdale Drive, Exton, PA 19341 West Whiteland Township. The project consists of :

1. A full review of the HVAC, electrical, plumbing and fire protections systems. The building currently uses roof top air handling units with A/C and heat pumps. The building also has up to 30 individual smaller roof top condensers for various areas. The District needs an evaluation and solutions to reduce the number of roof top equipment and penetrations.
2. Over time additional offices and administration spaces were added to the building. The project also consists of an evaluation of the use of the spaces and how the building is currently laid out with the various education and administration departments.
3. An interior renovation and building reorganization will be designed to support the MEP system review and building use evaluation. Included in the renovation could be but not limited to:
 - a. New ceilings to support new HVAC duct replacement.
 - b. Upgrade lighting to LED fixtures
 - c. New GWB partitions to support any new proposed building reorganization.
 - d. New floor covering the areas of the building being renovated
 - e. New toilet room fixtures, partitions and finishes
 - f. New HVAC equipment
 - g. Patching areas of the roof where HVAC equipment will be removed. Roof refurbishment or replacement as needed.

WCASD – Form of Agreement for Architectural Services

- h. New low voltage wiring to support new or relocated data closets, additional data outlets and wireless access points.

The approved overall project budget is \$3,400,000, with an estimated construction cost of \$2,425,000.

A) SCHEMATIC DESIGN PHASE

- 1) The Architect shall examine and analyze the information provided by the Owner, visit and become fully acquainted with the site and existing conditions and identify and collect additional information as necessary to begin specific design work on the Project(s). Upon analysis of all available information and prior to initiating any design tasks, the Architect shall participate in a Master Plan Project Analysis. The Architect shall have in attendance the individuals who will represent the primary architectural and engineering sessions. Together the Architect and Owner shall arrive at a mutual understanding of the requirements of the Preliminary Project Narrative.
- 2) Upon conclusion of the Master Plan Project Analysis, the Architect shall prepare the Project Narrative report for the Owner, which is the Architect's interpretation of the Project requirements, design parameters and objectives, and results of the Master Plan diagrammatic studies and pertinent text relative to: design concept, internal function, studies of adjacency, vertical and horizontal affinities, outline descriptions of major building components and systems, and include a Project Design Schedule for detailing the required steps and approvals for the Project through Bidding Phase. The tasks, durations and sequences shall be reviewed with the approval by the Architect's consultants and Owner and any other participants involved during this phase of the Project.
- 3) Upon written authorization from the Owner to proceed and based on the approved Project Narrative, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale, and relationship of the Project components for approval by the Owner. This process shall fully integrate site conditions and restrictions as well as site development requirements, if determined to be part of the project.
- 4) The Architect shall provide the Owner periodically with copies of Schematic Design Studies for the Owner's review during this phase. At the completion of the Schematic Design, the Architect shall provide the Owner with three (3) complete sets of the drawings and other documents for Owner review and approval.
- 5) Documents prepared by the Architect for final Schematic Design submittal shall include drawings and a written report. The drawings shall include but not be limited to a proposed site utilization study of the property of the Project, schematic plans for all floor plan conditions and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Architect's Conceptual Project Cost Estimate (CPCE) based on the completed Schematic Design. Further, the report shall include and outline descriptions of proposed engineered systems, construction methods, materials, preliminary phasing plan and work to be included in the construction contracts.
- 6) Schematic Design Submittal – to be considered acceptable for Final Design Approval, the documents shall contain, as a minimum:
 - a) Architectural

WCASD – Form of Agreement for Architectural Services

- (i) Single line drawings showing complete building layout, identifying the various major areas, core areas, proposed additions and their relationships.
 - (ii) Preliminary exterior wall cross section and elevation for addition(s) and/or renovations indicating location and size of fenestration and indicating proposed building materials.
 - (iii) Rendered drawing(s) of proposed major changes/features being proposed to meet the program needs and depict the substance of the renovations.
 - (iv) Identification of roof systems, deck and drainage technique, if new, or altered and overall combined heat transfer coefficient for the roof assembly.
 - (v) Identification of major wall materials and finishes.
 - (vi) Site Plan.
- b) Structural
 - (i) Basic identification of foundation, floor and roof structural systems for proposed renovations and/or additions.
- c) Mechanical and Plumbing
 - (i) Review and analysis of existing building plumbing systems and capacities including, but not limited to domestic water, storm water drainage, sanitary drainage, natural gas, piping and sprinkler systems.
 - (ii) Review and analysis of existing building HVAC systems and capacities including, but not limited to boilers/burners, fuel sources, air conditioning, ventilation and exhaust, ATC controls, piping and ductwork.
 - (iii) Identification of options concerning replacement and new major equipment and systems for both existing and new areas. Identify associated space needs and incorporate into building layout.
 - (iv) Study of a minimum of two HVAC systems that appear compatible with loading conditions and provide corresponding life cycle cost.
- d) Electrical
 - (i) Review of the existing building electrical systems and capacities including but not limited to existing service, transformers, MDP switchgear, emergency power system, fire alarm, clock, security, public address and communication networks.
 - (ii) Identification of options concerning replacement and new major equipment and systems for both existing and new areas. Identify associated space needs and incorporate into building layout.
- e) Environmental
 - (i) Review and analysis of existing buildings and site for hazardous materials such as (asbestos, lead, PCB, contaminated soils, etc.).
 - (ii) Provide chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents. All testing expenses will be a reimbursable expense to the Architect.
 - (iii) Identification of options concerning removal of hazardous materials.
- f) Site
 - (i) Completion of a site survey, existing features and topography of the site.

WCASD – Form of Agreement for Architectural Services

- (ii) Review and analysis of existing storm water management systems, environmental features (i.e., wetlands, steep slope, etc.), traffic patterns onsite and in surrounding areas.

B) DESIGN DEVELOPMENT PHASE

- 1) Upon written authorization from the Owner to proceed, the Architect shall prepare from the approved Master Plan/Schematic Design Studies, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
- 2) Design Development Documents prepared by the Architect shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account the Owner's comments on the previous submittal. Design Development phase portions of work based on ongoing school operations. Drawings shall include site plan, dimensioned floor plans, elevations and one or more typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings, illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical.
- 3) During the process of developing the Design Development documents, the Architect and Consultants shall field verify a minimum of the following:
 - a) Critical dimensions affecting new to existing building tie-ins. Critical dimensions for the installation and appropriate clearances of new MEP equipment and their connections. Critical dimensions as required for structural tie-ins and/or clearances within the existing structure.
 - b) General identification of existing building materials and finishes, wall, door and window locations and necessary items to be removed or relocated to achieve the designed scope of work.
 - c) Identification of existing mechanical, plumbing and electrical equipment as it will be impacted by the proposed design changes.
 - d) Verification of the existence of existing equipment and their corresponding connections where such equipment is scheduled for re-utilization, modification and/or expansion.
- 4) The Architect shall prepare and submit for review the Architect's Design Development Project Cost Estimate (DDPCE) based on the completed Design Development documents. The Architect shall provide the Owner periodically with three (3) copies of in-progress Design Development documents during the Design Development Phase. At the end of Design Development Phase, the Architect shall provide the Owner with three (3) complete sets of drawings and other documents for approval by the Owner.
- 5) The Architect shall participate in such reviews and meetings as are necessary to ensure that the project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Design Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.

WCASD – Form of Agreement for Architectural Services

- 6) The Owner will assist the Architect in connection with the filing of documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall identify the timeline required for submissions to these approval authorities and prepare necessary documents for which the Architect has professional services responsibilities.
- 7) The documents for the Design Development Phase submittal shall consist of, as a minimum:
 - a) Architectural
 - (i) Site plan as required for indicating area of work, site improvements, construction staging, parking, etc.
 - (ii) Dimensioned floor plans and final room locations including all openings.
 - (iii) Basic elevations indicating location and size of fenestration and proposed building materials.
 - (iv) Basic wall sections showing dimensional relationships, materials and component relationships.
 - (v) Identification of all fixed and loose equipment to be installed in contract.
 - (vi) Preliminary development of details and large-scale blow-ups.
 - (vii) Reflective ceiling development including locations of types of ceiling materials, ceiling elevation changes, typical plan of classrooms and plan of major spaces, all showing ceiling penetrations (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).
 - (viii) Outline specifications of major materials, products, systems and equipment, coordinated with District standards and preferences.
 - (ix) Outline specification of removal coordinated with all regulatory laws.
 - b) Structural
 - (i) Basic structural systems layout and overall dimensions and floor elevations. Identification and basic layout of structural system (precast, structural steel and bar joists, etc.).
 - c) Mechanical
 - (i) Block heating, ventilating and cooling load calculations. Heating and cooling load calculations for typical and major spaces and major duct or pipe runs sized to interface with structural systems.
 - (ii) Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
 - (iii) Single line drawing of plumbing system components including domestic water, sprinkler, sanitary drainage, storm water drainage and gas piping.
 - (iv) Major mechanical equipment scheduled indicating size and capacity. Location of all major equipment in allocated spaces.
 - (v) Outline specification of major mechanical and plumbing systems, equipment and materials coordinated with District standards and preferences.
 - d) Electrical
 - (i) Total electric load calculations.
 - (ii) Major electrical equipment roughly scheduled indicating size and capacity and indicated to scale on plan.

WCASD – Form of Agreement for Architectural Services

- (iii) Complete preliminary one-line electrical distribution diagrams with indications of location of service entry, switchboards, panels, transformers and emergency generator as required.
 - (iv) Interior electrical load estimates for power requirements for equipment and any special use areas, etc.
 - (v) Typical classroom plan indicating lighting, power, telecommunications, data and receptacles shown in plan.
 - (vi) Lighting fixtures outlines in plan and roughly scheduled showing types and quantities of fixtures to be used.
 - (vii) Complete preliminary one-line diagram of data, fire alarm, security and communications network.
 - (viii) Outline specification of major electrical systems, equipment and materials coordinated with District standards and preferences.
- e) Environmental
- (i) Floor plan and/or site plan identifying all hazardous materials and proposed remediation plan. Special consideration must be given to any and all surfaces that will be altered in any way. Testing of suspect materials to be disturbed during construction should be performed and will be reimbursed to the Architect.
 - (ii) Outline specification of removal coordinated with all regulatory laws.
- f) Site
- (i) Total storm water management calculations.
 - (ii) Basic storm water management drawings identifying locations and means of storm water management.
 - (iii) Preparation of submissions to all federal, state and local authorities having jurisdiction over the project.
 - (iv) Outline specification of major storm water management equipment and materials, coordinated with District standards and preferences.

C) CONSTRUCTION DOCUMENTS PHASE

- 1) Upon written authorization from the Owner to proceed, the Architect shall prepare from the approved Design Development Documents, the Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Construction Documents shall include all consultants' documents as coordinated by the Architect, to delineate the work required and provide a unified, complete set of Drawings and Specifications.
- 2) Specifications shall be prepared using the Construction Specifications Institute division format and/or as modified to reflect the divisions of the prime contracts being bid.
- 3) The Architect shall provide the Owner periodically with three (3) copies of in-progress Construction Documents during this phase. Additionally, the Architect shall submit for approval by the Owner three (3) sets of preliminary Construction Documents at the stage of 60% completeness. At the 60% complete stage, the Architect, in conjunction with his consultants, shall prepare and submit for review a Project Cost Estimate (PCE) for this Project, based on the projected completed Construction Documents. Estimates shall be broken down to basic five (5) prime contracts further detailed to major CSI divisions.

WCASD – Form of Agreement for Architectural Services

- 4) After review and approval by the Owner of the 60% Construction Documents and corresponding Project Cost Estimate, the Architect shall continue with preparation of final Construction and Bid Documents, including final Specifications for all work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner, any modifications required for compliance with all applicable codes, regulations, standards, the approved program and prior written approvals and instruction of the Owner. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda for further clarification required.
- 5) The Architect shall prepare, with the assistance of the Owner, the necessary bidding information, bidding forms, the Conditions of the Contract and the Form of Agreement between the Owner and Contractor.
- 6) The Architect and consultants shall prepare the Construction Documents in a timely manner, such as to provide the Owner the opportunity to review the final Construction documents at least five (5) weeks prior to advertisement for bidding.
- 7) The Architect, in conjunction with his consultants, shall prepare and submit for review a Project Cost Estimate (PCE) for this Project, based on the completed Construction Documents. Estimates shall be broken down to the requisite number of prime contracts further detailed to major CSI divisions.

D) CONSTRUCTION BID/AWARD PHASE

- 1) After receiving written authorization from the Owner, The Architect shall proceed with the Construction Bid/Award Phase.
- 2) The Architect shall prepare and issue the construction bidding documents to prospective bidders as stipulated in the public notice of advertisement and maintain records of all prospective bidders issued documents. An amount shall be established by the Owner and collected by the Architect on the Owner's behalf as a charge for the bid documents. Direct costs for duplication/reproduction of drawings and specifications for bidding shall be billed to the Owner as a reimbursable expense.
- 3) The Architect shall prepare such clarifications and addenda to the bid documents as may be required. During the bidding period, Architect and consultants shall review contractor's questions, evaluate requests for substitutions in conjunction with the Owner, make clarifications and issue addendums as required to ensure necessary information for bidding is provided to all prospective bidders.
- 4) The Architect will coordinate with the Owner to schedule and conduct a Prebid Conference or Conferences with prospective bidders to review the Project requirements. The Architect shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify the bid documents. The Architect shall prepare an agenda and distribute minutes of the Prebid Conference to all attendees. Minutes shall provide a detailed account of all discussions that took place at the Conference. Within seven (7) days prior to bid opening, the Architect shall deliver to the Owner and bidders, if needed, a final addendum.

WCASD – Form of Agreement for Architectural Services

- 5) Architect shall prepare a tabulation form for opening and recording bids. After bids are opened and publicly ready by the Owner, the Architect shall prepare a certified bid tabulation form providing an accurate recording of all bids received.
- 6) Architect shall review the bids received, check the qualifications of the apparent low bidders, assist the Owner in negotiating proposals, hold a post bid review with all apparent low bidders, prepare recommendations for contract awards and attend the WCASD Property and Finance Committee Meeting, if requested, to discuss recommended contract awards and project budget issues.
- 7) Should first bidding produce prices to be in excess of the approved budget, Owner shall decide course of action in accordance with responsibilities set out in Article 5 of the Form of Agreement for Architectural Services.
- 8) The Architect shall prepare the Agreement(s) and all necessary Contract documents between Owner and Contractor(s). The Architect will, upon direction by the Owner, coordinate and issue Contract award(s) and Notice(s) to Proceed on behalf of the Owner.

E) CONSTRUCTION CONTRACT ADMINISTRATION PHASE

- 1) The Construction Phase for the Project will commence with the award of the Construction Contract(s) and will terminate 30 days after the Final Completion payment is made by the Owner to all Contractors. The Architect shall provide administration of the Contract for Construction as set forth below and in the respective edition of AIA Document A201, General Conditions of the Contract for Construction, unless otherwise provided in this Agreement.
- 2) The Architect shall be the representative of the Owner throughout this contract, shall be the single point of contact with any and all Contractors, except when the Owner shall direct the Architect otherwise. All instructions to the Contractor(s) shall be issued by and through the Architect except when the Architect is directed otherwise by the Owner.
- 3) The Architect shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 4) The Architect will have access to the Work at all times.
- 5) SUBMITTALS REVIEW: The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given, compliance with the Contract Documents and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work, or in no case shall the review by the Architect be greater than fourteen (14) calendar days from the date of receipt, unless the provisions of the submittals by the Contractor are substantially late or out of sequence so as to disrupt the orderly and reasonable execution of the submittal review, in which case the Architect shall give written notice to the offending Contractor and the Owner and the Architect will be allowed additional time to complete its submittal review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of

WCASD – Form of Agreement for Architectural Services

which remain the responsibility of the Contractor to the extent required by the Contract Documents. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents. The Architect will establish procedures to be followed for review and processing of all shop drawings, catalog submissions, Project reports, test reports, maintenance manuals and other necessary documentation, as well as requests for changes and application for extensions of time.

- 6) The Architect shall prepare Change Orders, Construction Change Directives and Allowance adjustments with supporting documentation and data if deemed necessary by the Architect, for the Owner's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 7) The Architect shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents. The Architect shall make all interpretations consistent with the intent of the reasonable inferable from the Contract Documents and shall be in writing or in the form of drawings. The Architect shall render written decisions on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents. The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract documents.
 - a) The Architect shall render written interpretations of requirements of the Contract Documents within five (5) working days from the date of receipt of the written request.
 - (i) The Architect shall render written interpretations of requirements of the Contract Documents within two (2) working days if the request is noted as urgent from the date of receipt of the written request.
- 8) Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents prepared by the Architect be discovered, the Architect will prepare and submit to the Owner within seven (7) calendar days, unless otherwise authorized by the Owner such amendments or supplementary documents and provide consultation as may be required, for which the Architect shall make no additional charges to the Owner.
- 9) The Architect shall have authority to condemn or reject Work on behalf of the Owner, when in the Architect's opinion, the Work does not conform to the Construction Contract Documents, whenever in the Architect's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Construction Contract Documents, the Architect shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Contract Documents whether or not such Work is fabricated, installed or completed. If, in accordance with its duty, the Architect advises the Owner of non-conforming work as stated herein, the Architect shall confirm the non-conformance in writing to the Owner within two (2) days of observation.
- 10) The Architect and its consultants (including, but not limited to, the civil, structural, mechanical and electrical disciplines) shall make periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Construction

WCASD – Form of Agreement for Architectural Services

Contract Documents. On the basis of such on-site observations, the Architect and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the contractor. If the Architect observes any work that does not conform to the Construction Contract Documents, the Architect shall immediately make an oral and written report of all such observations to the Owner. The Architect and its consultants shall not be required to make exhaustive or full-time on-site observations as may be reasonable to meet their obligations to the Owner. The Architect shall not be responsible for construction means, methods, techniques, sequences of procedures, of safety precautions and programs in connection with the Work, and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Construction Contract Documents. Visits shall occur not less than as required by Article 12.11 of the Form of Agreement for Architectural Services.

- a) The Architect and its consultants shall provide written field reports to the Owner noting the work in progress and identifying the areas that work is being performed with no less than seven (7) pictures. The field report shall be distributed to the Owner and all prime contractors no less than two (2) calendar days after the visit to the site. The Architect shall note in the report if in their opinion the work is behind schedule in any way.
- 11) Architect, Civil Engineer & MEP Engineering shall attend construction progress meetings at the site at minimum intervals as noted in Article 12.11.
- 12) Based on Architect's and his consultant's observations at the site and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the payment amounts due the Contractor pursuant to the terms of the Owner/Contractor Agreement. The Architect's signing of a Certificate of Payment shall constitute a representation by the Architect to the Owner, based upon the Architect's visual observations at the site and the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, and, to the best of the Architect's knowledge, information and belief, the quality of the Work appears to be in accordance with Construction Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect on the Certificate. The signing and issuance of a Certificate of Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 and quantity and the Work (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the contractor has used money previously paid on account of the Contract sum.
- 13) The Architect shall make arrangements for all required governing agency occupancy approvals if not a part of the Construction Contract. Architect shall assist Contractor in obtaining any approvals if any exceptions arise related to the design or specified materials.
- 14) When the Owner and the Architect agree that the Work or portions of the Work are substantially complete, the Architect and its consultants shall conduct inspections to

WCASD – Form of Agreement for Architectural Services

determine the date or dates of Substantial Completion. The Architect shall inspect the Work or portions of the Work and prepare and submit to the Owner punch lists of the Work of the Contractor(s), which is not in conformance with the Construction Contract Documents. The Architect shall transmit such punch lists to the Contractor(s).

F) PROJECT CLOSURE PHASE

- 1) The Project Closure Phase will commence upon the issuance of the Substantial Completion Certificate by the Architect and shall be completed upon the closure of all construction contracts and transference of all documentation required by the Contractor and design professionals to the Owner.
- 2) The Architect, Mechanical and Electrical Consultants shall provide assistance in the utilization of equipment and systems at start-up as referenced in Article 12.5
- 3) The Architect shall receive and review all Contractor furnished maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspections and other documentation as required for project closeout as required in the Construction Contract Documents and forward all approved copies to the Owner. Architect shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.
- 4) The Architect and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner.
- 5) Upon correction of the deficiency reports (punch lists), acceptance of all other close-out submittals and required project documentation of the Contractor, the Architect shall approve the Application for Final Payment and forward it to the Owner for review.
- 6) The Architect shall assist in ensuring all Federal, State, or Township required documentation is submitted or closed out.
- 7) The Architect shall prepare and provide to the Owner at the completion of the Project a complete electronic copy of the As-Built Project Drawings and Specifications as reference in Article 12.6.
- 8) The Architect shall complete its portion of the necessary close-out documents required by the Pennsylvania Department of Education and shall assist the Owner in completing the Owner's portion of the Department of Education's close-out documents for the Project.
- 9) The Architect shall submit a letter to the Township confirming that the work was completed in accordance with the project drawings and specifications to the best of their knowledge.
- 10) Upon submittal of all required construction contract close-out documentation and all documentation required under the Architectural Services Agreement, the Architect shall submit their final invoice for the remaining 5% of the contract fee per the fee compensation schedule in Article 11.2.

End of Attachment A