

**MAYOR**  
Michael L. Alvarez

**MAYOR PRO TEM**  
David Cohn



**TOWN COUNCIL**  
Gordon B. Daniels  
David W. Drehs  
Christopher M. King  
Gary M. Savoie

**Indian Trail Town Council Meeting  
Special Meeting  
January 10, 2015  
Civic Building  
8:30 a.m.**

- 1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. PRESENTATION, DISCUSSION, AND COUNCIL CONSIDERATION OF ISSUES RELATED TO MUNICIPAL COMPLEX, TOWN HALL/COMMUNITY CENTER PROJECT**
  - a. Presentation on Project
  - b. Council consideration and discussion of timeline for the project
  - c. Council consideration of RFQ selection of Construction Manager @ Risk
  - d. Council consideration of approval of giving direction to Creech and Associates and Construction Manager @ Risk to prepare a schematic cost estimate
  - e. Council consideration of approval of extension of Creech and Associates Agreement and beginning of early site package
  - f. Council consideration of setting up tour and review of interiors of area Town/City Halls
- 3. PARKS & RECREATION UPDATE**
  - a. Chestnut Square Park phase completion
  - b. Crooked Creek Park phase completion
  - c. Grand Opening of Crooked Creek Park
  - d. PARTF Grant Application
  - e. Carolina Courts Update – *this item was requested by Mayor Alvarez*
- 4. INFRASTRUCTURE UPDATE**
  - a. Town Pavement Analysis update
  - b. Draft 2015-25 Transportation Improvement Plan
  - c. Town 5-Year Transportation and Infrastructure Plan

**5. ADJOURN**

**action**

**AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS**

*The Town of Indian Trail is committed to providing all citizens with the opportunity to participate fully in the public meeting process. Any person with a disability who needs an auxiliary aid or service in order to participate in this meeting may contact the Town Clerk at least 48 hours prior to the meeting. The e-mail address is [townclerk@admin.indiantrail.org](mailto:townclerk@admin.indiantrail.org); the phone number is 704-821-5401*



Town of Indian Trail  
Minutes of Town Council  
Special Meeting  
January 10, 2015  
Civic Building  
8:30 A.M.

The following members of the governing body were present:

Mayor: Michael L. Alvarez

Council Members: David Cohn, Gordon B. Daniels, David Drehs, Christopher King, and Gary M. Savoie.

Staff Members: Town Manager Joe Fivas, Town Attorney Keith Merritt, Director of Community & Economic Development Kelly Barnhardt, Interim Planning Director Rox Burhans, Assistant Director of Parks & Recreation Jason Tryon and Administrative Assistant Trena Sims.

**CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Cohn called the meeting to order and led in the Pledge of Allegiance.

**PRESENTATION, DISCUSSION, AND COUNCIL CONSIDERATION OF ISSUES RELATED TO MUNICIPAL COMPLEX, TOWN HALL/COMMUNITY CENTER PROJECT**

a. Presentation on Project

Mr. Fivas explained the history of many previous attempts to build a town hall concluding with the recent Council direction to pursue the location off of Chestnut Parkway, selection of Creech & Associates as the architect and their process resulting in Council decision on exterior and public spaces inside. Mr. Fivas explained the needs, cost and financing options.

Mayor Alvarez entered the meeting.

Mr. Fivas discussed potential funding options and potential rough cost estimates. He discussed the need to get firm cost estimates from Construction Manager @ Risk.

b. Council consideration and discussion of timeline for the project

Mr. Fivas explained that two developments can occur simultaneously, land development and schematic designs, providing the process for both. He explained the steps Council may consider at this time, topics included: timeline for the project; RFQ selection of Construction Manager @ Risk; direction to Architect and Construction Manager @ Risk to prepare schematic cost estimate; extension of Creech & Associates Agreement and beginning early site package and touring for reviewing of interiors of area Town/City Halls. Council had a lengthy discussion on these topics.  
**(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

Christopher King made a motion to approve the timeline as stated in the presentation.

Motion Passed 4 - 1 with David Cohn opposing.

c. Council consideration of RFQ selection of Construction Manager @ Risk

David Drehs made a motion to approve selecting Edifice as Construction Manager @ Risk and enter into negotiations with them.

Council voted unanimously in favor of the motion with David Cohn abstaining, resulting in a yes vote.

d. Council consideration of approval of giving direction to Creech and Associates and Construction Manager @ Risk to prepare a schematic cost estimate

Gordon B. Daniels made a motion to approve preparing a schematic cost estimate for this project.

Council voted unanimously in favor of the motion with David Cohn abstaining, resulting in a yes vote.

e. Council consideration of approval of extension of Creech and Associates Agreement and beginning of early site package

Mr. Fivas explained that this is essentially the same agreement that Council approved last time with the following exceptions:

1) a new contract date, 2) the amount is changed to \$600,000, 3) removal of items 12.3 and 12.7 because they are no longer relevant because they have already completed those tasks, 4) the removal of 13.2 which was the sunset clause.

Gary M. Savoie made a motion to approve the extension of Creech & Associates agreement and beginning of early site package.

Council voted unanimously in favor of the motion with David Cohn abstaining, resulting in a yes vote.

f. Council consideration of setting up tour and review of interiors of area Town/City Halls

Mr. Fivas inquired if Council was interested in having Creech & Associates setting up a tour, majority of Council said yes.

**PARKS & RECREATION UPDATE**

a. Chestnut Square Park phase completion

Mr. Fivas advised that the fields need attention as they did not come in as hoped; once the temperature gets above 60 degrees the final acrylic coat will be put on tennis courts; irrigation wells are being implemented; equipment and equipment storage facilities will be purchased in the near future; additional fence needs; lighting needs to be increase underneath the pavilions, motion detector lights have been discussed by staff.

Mr. Cohn inquired how tiers are determined and Mr. Fivas explained it's more a delivery need: in the next 6 months the first tier are things that have to be done; if it's 8, 10 or 12 months that's second tier and would need to be budgeted from monies from our operation costs within our budget. Mr. Cohn inquired if additional funds will be required to accomplish the renderings presented when Council originally approved the parks? Mr. Fivas stated that Chestnut is about 100% completed and he is about to go over Crooked Creek next and will answer that question then. Mr. King inquired what color the tennis courts will be; Mr. Fivas replied burgundy and sand.

**(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

b. Crooked Creek Park phase completion

Mr. Fivas explained those first tiers are needs required to open the doors, second tier which could wait a year or more for completion. However if Council has something that they want on the first tier now is the time to let us know. The dog park was in the budget so, as the newsletter stated, that will open. Mr. Fivas provided information on other first tier needs, and then continued on with second tier needs. Mr. King stated that bleachers and scoreboards are a first tier must, Council agreed. Mr. Fivas stated the disc golf course is a low cost amenity and feels we should try and put it in the first tier, Council agreed. Mr. Fivas asked Council if they were interested in getting a low level schematic for the Miracle Field done by July. He explained it would be helpful for fundraising and determining where we are headed next. Mr. Drehs stated it is the goal of the Miracle League to get the funds this year, build next year for opening in 2017. Council agreed, Mr. Fivas advised they will inform Council prior to having it done. Mr. Fivas answered Mr. Cohn's question from earlier, advising there is still \$2,500,000 left and it depends on what this and future Councils choose to spend it on, stating that it is quite a lot of money and all the hard/expensive parts, like infrastructure, are done. From a strategic standpoint, Mr. Fivas stated that he doesn't see any reason why we can't get to where Council wants to be. Council continued with the discussion, topics included: amount of land available, flood plains and what can we put in them, the difference between a flood plain and flood way and what can be done with them. Mr. Cohn inquired if it's fair to summarize that most of what is left can only be used for paths and bike trails as opposed to fields? Mr. Fivas replied, it's 100% up to what he Council wants to do, but if you wanted to build fields, you probably have enough land for up to about 7-8 fields. He stated that every survey ever done tells us that the residents want walkways and bikeways, which are cost effective and we can creatively use the floodplains in the park for them. Once we complete them we can discuss and budget the addition of more athletic fields. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

c. Grand Opening of Crooked Creek Park

Assistant Director of Parks & Recreation Jason Tryon informed Council of the festivities scheduled for this event which has been scheduled for Saturday, May 30th from 9am - 12pm and invited everyone to come and participate in the fun. Council briefly discussed this item. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

d. PARTF Grant Application

Mr. Tryon explained the background and timeline of PARTF Grants, an overview of qualifications required and the projects funded in 2014. Mr. Tryon provided the elements we are putting on our application and explained their popularity and benefits. Mr. Cohn inquired about the lake that was shown in the initial drawings and if it was still in the plans. Mr. Fivas advised that would be close to where the Miracle Field is to be located and can be added later. Mr. Cohn asked if that should be included as Tier 1 so people can go and relax or fish which is an important element in a park. Council had a lengthy discussion on this matter. Mr. King suggested that benches be incorporated into the greenways. By consensus Council agreed to both items. **(A COPY OF THE POWERPOINT CAN BE FOUND IN THE OFFICIAL PACKET IN THE CLERKS OFFICE)**

e. Carolina Courts Update - this item was requested by Mayor Alvarez

Mr. Fivas discussed the statistics of usage and age ranges of those using the facilities and how we inform the public.

Mayor Alvarez asked if there was a cost. Advising he has been told there is a \$5 fee. Mr. King advised it depends on when you go. Mayor Alvarez stated that their contract requires them to have a cost effective camps for disadvantaged youths and wanted to know if it has been done. Mr. Fivas replied he will review the language as he's uncertain that it's yearly, but staff will review and follow through on it and invited Mayor Alvarez to the meeting.

**INFRASTRUCTURE UPDATE**

a. Town Pavement Analysis update

Mr. Fivas informed Council that we have contracted to have a pavement analysis study done throughout the town, providing us with a ranking on worst and best roads so we can budget accordingly. Mr. King requested they be emailed a list or map of town owned streets. Mayor Alvarez inquired about the potholes he emailed Mr. Fivas about. Mr. Fivas stated staff will address both issues.

b. Draft 2015-25 Transportation Improvement Plan

Mr. Fivas advised that the draft TIP for next year has been delivered: the Super Street funding is being continued and construction will take place in the summer of 2015; Indian Trail Road will be shut down for several months while they widen the bridge section, South Fork Road will be utilized; they will start right of way acquisition in 2020 to bridge over the railroad tracks on Chestnut Parkway with construction to begin shortly thereafter; section B of Old Monroe Road is scheduled for 2020-2022, but they believe it might be moved up.

c. Town 5-Year Transportation and Infrastructure Plan

Mr. Fivas stated that staff would like to take the 5-Year Transportation Plan out to the community before the budget process, asking if Council has any thoughts. They thought it was a good idea. Mr. Fivas advised staff will coordinate with the Transportation Advisory Committee and make them the point on this project.

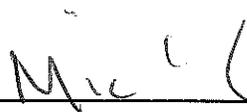
Mr. King asked Mr. Fivas to provide the audience with an update on the Law Enforcement Assessment project. Mr. Fivas advised it should have been here already but the vendor has run into drafting issues and it will probably be here within the next couple of weeks.

Mr. Daniels suggested moving the Consent Agenda items scheduled for this Tuesday, January 13<sup>th</sup> to the meeting scheduled for the 27<sup>th</sup> and cancel the meeting for the 13<sup>th</sup>, by consensus Council agreed.

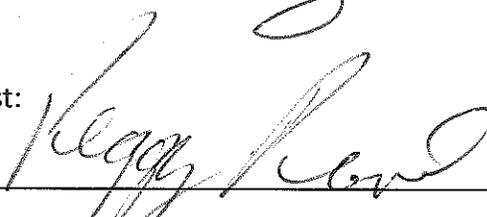
ADJOURN

David Drehs made a motion to adjourn  
Council voted unanimously in favor of the motion.

APPROVED:

  
\_\_\_\_\_  
Michael L. Alvarez, Mayor

Attest:

  
\_\_\_\_\_  
Peggy Piontek, Town Clerk



## Transmittal

Date: 1/26/15  
Project name: Indian Trail Town Hall and Town Square  
Project #: 2014-017  
Company: Town of Indian Trail  
130 Blythe Road  
Indian Trail, NC 28079

Attn: Mr. Joe Fivas  
Phone #: 704.821.5404

Item #:	Qty.	Date	Items
1	2	1-7-15	AIA Agreement between Owner and Architect

Remarks:

Via: Hand Delivered

  
\_\_\_\_\_  
Brent Green

Cc: file



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of January in the year Two Thousand Fifteen  
(In words, indicate day, month and year.)

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

Town of Indian Trail  
130 Blythe Drive  
Indian Trail, NC 28079  
Telephone Number: 704-821-5401  
Fax Number: 704-821-9045

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

Creech & Associates, PLLC  
127 W. Worthington Ave.  
Suite 270  
Charlotte, NC 28203  
Telephone Number: 704.376.6000  
Fax Number: 704.376.5550

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

Indian Trail Town Hall and Town Square  
Indian Trail, NC  
A new Town Hall and Town Square for the Town of Indian Trail approximately  
20,000-25,000 sf.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Town of Indian Trail Request for Qualifications (RFQ) Design Services for Construction of a New Indian Trail Town Hall and Town Square Area dated June 18, 2014

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

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

.1 General Liability

Bodily injury and property damage liability as shall protect Architect and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Architect, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence and \$1,000,000 property damage each occurrence and aggregate of \$1,000,000 bodily injury and property damage.

.2 Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

.3 Workers' Compensation

Architect shall meet the statutory requirements of the State of North Carolina.

.4 Professional Liability

The Architect shall carry at least \$1,000,000.00 in professional liability insurance. The Architect's professional liability insurance coverage shall, if written on a claims-made basis, have a tail of no less than the relevant statute of limitation duration, or the Architect shall maintain its current \$1,000,000.00 policy of professional liability insurance for a period of no less than the relevant statute of limitation duration with an aggregate of \$1,000,000. Such insurance policy shall be available for inspection by the Owner upon request.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

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

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

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

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

#### § 3.5.2 COMPETITIVE BIDDING

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

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

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

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

### § 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

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

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

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

#### § 3.6.2 EVALUATIONS OF THE WORK

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

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

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

### § 3.6.4 SUBMITTALS

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

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

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

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

#### § 3.6.5 CHANGES IN THE WORK

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

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

#### § 3.6.6 PROJECT COMPLETION

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

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

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

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

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

### ARTICLE 4 ADDITIONAL SERVICES

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

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Additional	
§ 4.1.2 Multiple preliminary designs	Basic Service (3)	
§ 4.1.3 Measured drawings	Additional	
§ 4.1.4 Existing facilities surveys	Additional	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Basic Service	
§ 4.1.6 Building Information Modeling (E202™–2008)	Basic Service	
§ 4.1.7 Civil engineering	Basic Service	
§ 4.1.8 Landscape design	Basic Service	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Basic Service	
§ 4.1.10 Value Analysis (B204™–2007)	Additional	
§ 4.1.11 Detailed cost estimating	Additional	
§ 4.1.12 On-site Project Representation (B207™–2008)	Additional	
§ 4.1.13 Conformed construction documents	Additional	
§ 4.1.14 As-Designed Record drawings	Additional	
§ 4.1.15 As-Constructed Record drawings	Additional	
§ 4.1.16 Post occupancy evaluation	Additional	
§ 4.1.17 Facility Support Services (B210™–2007)	Additional	
§ 4.1.18 Tenant-related services	Additional	
§ 4.1.19 Coordination of Owner’s consultants	Basic Service	
§ 4.1.20 Telecommunications/data design	Additional	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Additional	
§ 4.1.22 Commissioning (B211™–2007)	Additional	
§ 4.1.23 Extensive environmentally responsible design	Additional	
§ 4.1.24 LEED® Certification (B214™–2012)	Additional	
§ 4.1.25 Fast-track design services	Additional	
§ 4.1.26 Historic Preservation (B205™–2007)	Additional	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Additional	

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

Refer to Article 12 for more information regarding additional services.

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four ( 24 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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