

Supplemental Scope to AIA B101- 2007 Standard Form of Agreement between Owner and Architect

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, unless noted otherwise in Supplemental Agreements.

§ 3.2 Schematic Design Phase Services

§3.2.4 Based on the Project's requirements agreed upon with the Owner and through meetings with the Owner (on a weekly basis if necessary), the Architect shall prepare and present for the Owner's approval, the following preliminary design components as applicable to the Work described in the Supplemental Agreement(s),

- .1 Block diagrams representing scale and relationship of the Project components
- .2 A minimum of three site plan options showing the representative massing of the Project components on the site
- .3 Design narratives from the Architect and each of the Architect's and Owner's Consultants. Owner shall cause Owner's Consultants to cooperate fully in providing deliverables to the Architect in a timely manner.
- .4 Design narratives shall include at a minimum,
 - .1 Diagrammatic studies and pertinent text relative to the Architect's design concept
 - .2 Narrative detailing functions of the systems or products
 - .3 Flow patterns
 - .4 General space allocations or requirements
 - .5 Detailed analysis of operating functions
 - .6 Adjacency needs or requirements
 - .7 Vertical and horizontal affinities
 - .8 Outline of major building components and systems.
- .5 Preliminary Design Cost Estimate showing project conformance with the budgeted Construction Contract Award Price, plus or minus 10%.

§ 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 by meeting with the Owner with as much frequency as necessary (on a weekly basis if necessary). The Schematic Design Documents shall consist of drawings and other documents including a site plan, 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. Final Schematic Design Phase submittal shall contain:

- .1 Architectural:
 - .1 Single line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - .2 Preliminary exterior wall cross section and elevation indicating location and size of fenestration, and indicating overall thermal transfer value for exterior wall envelope.
 - .3 Identification of roof system, deck, and drainage technique and indicating overall combined heat transfer coefficient for roof/ceiling composite and roof area.
 - .4 Identification of all proposed exterior finishes (includes all exterior surfaces, doors and windows).

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- .5 Site plan with building located and overall grading plan with a minimum of 1' 0" contour lines. All major site development such as access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots shall be shown.
- .6 Identification of vehicular and pedestrian circulation on site.
- .7 Identification of site constraints.
- .8 Narrative of all systems to support/augment the drawings.
- .9 Gross and net area calculations separated to show conformance with the Program of Requirements.
- .2 Structural:
 - .1 Structural systems layout with overall dimensions and floor elevations. Identification of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).
 - .2 Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).
- .3 Mechanical:
 - .1 Block heating, ventilating and cooling loads calculations including skin versus internal loading
 - .2 Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life -cycle costing. .
 - .3 Location of all major equipment in allocated spaces.
 - .4 Identify special systems, special exhaust, and make up air requirements.
 - .5 Provide narrative of all systems.
- .4 Electrical:
 - .1 Major electrical equipment roughly scheduled indicating size and capacity.
 - .2 Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and emergency generator, if required.
 - .3 Estimate total electric load and size/type of electrical utility service.
 - .4 Legend showing all symbols used on drawings.
 - .5 Provide narrative of all systems, including lighting types per space.

Upon Owner acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by Owner authorization.

§ 3.2.6 The Architect shall submit to the Owner a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. Provide schematic design estimate by components, including design, owner, and construction contingencies. Provide explanations as necessary for estimate. Review estimate with all disciplines before issuing to the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval prior to the commencement of Design Development Phase Services as identified in section 3.3.

§ 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,

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the Architect shall prepare Design Development Documents for the Owner's approval by meeting with the Owner with as much frequency as necessary (on a weekly basis if necessary). 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. The documents for the Design Development Phase submittal shall consist of, as a minimum and as applicable to the Work described in the Supplemental Agreement(s):

- .1 Architectural:
 - .1 Floor plans with final room locations including all openings.
 - .2 Wall sections showing final dimensional relationships, materials and component relationships.
 - .3 Identification of all fixed and loose equipment to be installed in contract.
 - .4 Finish schedule identifying all finishes.
 - .5 Well-developed door and hardware schedule showing final quantity plus type and quality levels.
 - .6 Virtually complete site plan including grading and drainage and lighting.
 - .7 Landscape plan with species and quantities of all materials proposed.
 - .8 Preliminary development of details and large scale blow -ups.
 - .9 Legend showing all symbols used on drawings.
 - .10 Outline specifications.
 - .11 Reflective ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, ceiling register or diffusers, etc.).
- .2 Structural:
 - .1 Plan drawings with structural members located and sized.
 - .2 Footing, beam, column and connection schedules.
 - .3 Final building elevations.
 - .4 Outline specifications.
 - .5 Foundation drawings.
 - .6 Structural design criteria and point loads identified on drawings.
- .3 Mechanical:
 - .1 Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
 - .2 Major mechanical equipment scheduled indicating size and capacity.
 - .3 Duct work and piping substantially located and sized.
 - .4 Devices in ceiling located.
 - .5 All exterior louvers, vents, stacks and other items that penetrate the exterior envelope are to be located.
 - .6 Typical and major details defined.
 - .7 Floor penetrations sized and located.
 - .8 Layout of equipment/requirements in mechanical rooms.
 - .9 Legend showing all symbols used on drawings.
 - .10 Outline specifications.

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.4 Electrical:

- .1 All power consuming equipment and load characteristics.
- .2 Total electric load.
- .3 Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- .4 Fire Alarm and annunciation panels and devices identified. Fire Sprinkler monitoring devices shown.
- .5 Complete site lighting design.
- .6 Outline specifications.
- .7 Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
- .8 Final light fixture schedule.
- .9 Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.

§ 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 prior to the commencement of Construction Document Phase Services as identified in section 3.4.

§ 3.4.4 The Architect shall prepare and present to the Owner for approval the 50% Construction Documents with a detailed estimate showing adherence to the project budget between plus 3% and minus 3%”

§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 in writing.

§ 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 but in no way be authorized to make commitments binding upon the Owner without Owner's prior written consent. 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

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commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. However, Construction Phase Services provided after 100 days following Substantial Completion shall be additional services.

§ 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 subject to approval by the Owner 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.

§ 3.6.3 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. 111C 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. Architect shall only certify work associated with the design of Architect and Architect's consultants.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall observe the work 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 site observation indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations 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.