



SEDGWICK COUNTY, KANSAS

FINANCE DEPARTMENT

Purchasing Section

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

REQUEST FOR PROPOSAL

RFP #18-0061

ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

November 1, 2018

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response

Sincerely,

A handwritten signature in black ink, reading "Kristen McGovern". The signature is written in a cursive, flowing style.

Kristen McGovern
Senior Buyer

KM/ch

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I. [About this Document](#)

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The county desires to select up to four (4) A/E firms to provide professional on-call services required for various types of county projects within Sedgwick County. For projects with an anticipated construction budget of less than \$50,000.00 the Project Manager shall have authority to choose which firm for contract based on experience, expertise, availability and cost. For projects with an anticipated construction budget of greater than \$50,000.00 the Project Manager will meet with and seek a quote from each firm, the low bid shall then be selected.

A/E services for projects exceeding a construction estimate of \$350,000.00 will be selected through a separate competitive proposal process. The scope of service under this contract excludes road, bridge, intersection and drainage projects by the County's Public Works Department. The county reserves the right to perform work in house or bid any project.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide On-Call Architectural and Engineering Services. The following objectives have been identified for this contract:

1. Acquire On-Call Architectural and Engineering Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire On-Call Architectural and Engineering Services with the most advantageous overall cost to the County.
4. Enter into a contract with firms that have superior service history in providing the following types of A/E services:
 - Experience in developing plans, coordinating multiple small scale (project budgets of up to \$350,000.00) projects, and administering simultaneous projects.
 - Architecture
 - Mechanical Engineering
 - Structural Engineering
 - Electrical Engineering
 - Civil Engineering
 - Interior Design
 - Landscape Design
 - Building Network and Telecommunications Design
 - Construction Cost Estimating
 - Utility and Maintenance Cost Estimating

On-Call firms will not be limited in their use of subcontractors, but will be required to establish a standard hourly rate for services. Subcontractors can be selected based on the project need and their availability.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kristen McGovern
Senior Buyer
Sedgwick County Purchasing Section
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST TUESDAY, November 27, 2018**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

For this on-call contract the county will solicit independent quotes as the need arises. The quote provided will need to break out the hours to be performed by each person on the project team in addition to the hourly rate. For each project, the requested services may include one, many or all of the following:

Phase One (1) is to include the following:

1. Consult with county staff to determine project requirements and review available data in the county's possession. Each on call A/E services project will begin with an initial project introduction meeting, the purpose of which is to identify the scope and budget of the project. Based on the information acquired in that meeting the architect will be required to produce a letter of proposal outlining the estimated hours by category of service and any other costs for subcontracted services all consistent with the contract rates agreed upon. The county wants these proposal estimates to be as accurate as possible but wants reasonable contingencies included into the estimates that will most often result in billed hours to be less than estimate proposals. The A/E firm shall update the proposal estimate at appropriate milestone points should changes occur that justify proposal updates.

For projects less than \$50,000.00 – The time of attending the initial meeting and preparing the A/E service proposal will be approved as billable hours under this contract. For projects greater than \$50,000.00 – Both firms awarded under this contract will attend a pre-bid meeting and submit required cost estimates. Preparation time will not be approved as billable hours under this contract.

For all projects – The calculations for each proposal estimate must be based on the established hourly costs included in your proposal response.

2. Prepare preliminary schematic drawing in enough detail to develop a detailed construction estimate opinion of probable costs and updated opinion of probable A/E fees.
3. Submit an opinion of probable cost.

Phase Two (2) is to include the following:

1. Perform necessary research and field survey work as requested by county staff.
2. Prepare and present for approval, preliminary design documents consisting of preliminary construction plans and outline specifications.
3. Prepare any necessary documents for alternate bids requested by county staff.
4. Develop a project schedule defining and establishing all owner's costs, consulting, A/E services, programming, design and construction activities and milestones in consultation with county staff. Opinion of probable cost is to be provided both at the end of the design phase, and then again once the final CD's are prepared.
5. Prepare and present for approval, final project plans, specifications, and contract documents which shall include bid forms, instructions to bidders, contract form, bonding and insurance requirements and where applicable, local, state and federal compliance requirements, and assist in the preparation of other related documents. Assist in obtaining approvals by participating in submissions and negotiations with appropriate officials and authorities, including administrative hearings and meetings as reasonable required.
6. Design in such a manner to ensure Contractor's compliance with ADA Standards, with consideration for construction tolerances. See U.S. Access Board's final report, "Initiative on Dimensional Tolerances in Construction" dated January 2011 (<https://www.access-board.gov/research/completed-research/dimensional-tolerances>) which identifies best practices for design and specifications.
7. Provide bidding assistance to include:
 - o Attending any Pre-Bid conference
 - o Advising county staff as to the acceptability of substitute materials and equipment proposed.
 - o Providing addendums to bid documents.
8. Provide construction administration to include:
 - o Provide a minimum of one (1) site visit each week to observe the progress and quality of the work being completed, including review for compliance with ADA standards.
 - o Review contractor's applications for payment including any supplemental materials and advise the county as to the amount owing to contractor. Approval, in writing, of payment should be based on observations and review that the progress and quality is in accordance with the final project documents.
 - o Take appropriate action to review and approve shop drawings, samples, test results, substitutions of materials/equipment, maintenance and operating instructions, schedules, certificates of inspections, final plans, specifications, contract documents as submitted by contractor.
 - o Verify that completed project confirms to the final plans, including compliance with ADA standards. Provide written verification of approval or disapproval of work to project manager,
 - o Prepare all change orders as required.
 - o Conduct inspections to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance to all project documents. Upon disapproval, prepare a list of incomplete, unsatisfactory items and a schedule for their completion. Upon approval of final inspection, provide written verification to county staff.
 - o Approve, in writing, final payment upon receipt of guarantees, manuals, bonds, warranties, as-built drawing, etc.
 - o Act on behalf of the county to the extent authorized by county staff.
 - o The intent of the ADA review during weekly site visits and for final project inspection is to ensure quality control throughout the project, and to catch areas of ADA non-compliance early, rather than only at the final punch list inspection. The verification of ADA compliance shall include, but not limited to, the following:
 - a. Verify that running slopes and cross slopes of ramps, Sidewalks, and accessible routes comply with ADA standards for maximum slope. It is recommended that proposer uses a digital level to assist in this review.

- b. Verify plumbing fixtures and restroom compliance such as fixture location, mounting height, clear floor space, grab bar heights, sizes, locations, knee clearance, mirror and dispenser heights and locations, etc.
- c. Review ramp or curb ramp features including, but not limited to, handrail heights and extensions, landing sizes, detectable warnings, side flares and edge protection.
- d. Review door opening force, door maneuvering clearance, etc.
- e. Verify proper signage mounting heights and locations.
- f. Verify that protruding object hazards do not exist.
- g. Verify that operable parts are located within proper reach range (height) and that sufficient clear floor space exists.
- h. Verify that parking space arrangement, slope, sizes, and signage comply with ADA standards.
- i. Provide a written report to the project manager identifying the date the ADA review was completed, and identifying any areas of non-compliance so that these can be appropriately resolved to ensure compliance.
- o Any other services provided by the architect under the terms of the attached AIA Contract with the county's supplemental conditions.

All phases and areas within the project site must meet full ADA compliance per 2010 ADA Standards. All work must meet Sedgwick County CAD standards as indicated in Attachment A.

VI. Sedgwick County's Responsibilities

1. Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
2. Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
3. County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.
4. Provide established county standards to the A/E firm.
5. Pay for reproduction costs associated with the bid process for this project such as blueprinting, photocopying, photographs, printing, binding, plans, and specifications, etc.
6. Assist the A/E firm in obtaining permission to enter private and public property as required for A/E firm to perform services. The county will acquire the necessary easements and/or property.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kristen McGovern at Kristen.McGovern@sedgwick.gov by 5:00 p.m. CST Tuesday, November 13, 2018. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 p.m. CST Friday November 16, 2018. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of 5 years experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.

3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.
11. Project must meet local, state, and federal guidelines as applicable.
12. The safety of the county staff and public is paramount and must be considered in all project design and construction phases.
13. The firm will provide a single point of contact for the duration of the project.
14. The firm will ensure timely completion of plans, specifications, and response to county staff questions.
15. Initial response to county questions must occur within 24 hours of contact by the county.
16. Plans and specifications must be accurate and fully coordinated between all disciplines and be in full code compliance.
17. The firm will provide timely execution to administrative procedures related to the project such as change order proposals, shop drawings, contractor pay requests, final inspections, punch list items etc.
18. The firm will maintain Architect's Errors and Omissions Insurance and a Primary Comprehensive General Liability Policy combined single limit. Evidence of such coverage must be provided to the county at the time responses are due.
19. The firm shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement.
20. The firm and all subcontractors will adhere to the AIA Kansas Bylaws, AIA Code of Ethics and Professional Conduct.
21. The firm and all subcontractors shall maintain professional licenses needed to perform work in Sedgwick County and the State of Kansas. A copy of each license must be provided to the county at the time the responses are due.
22. The firm will meet with applicable county departments to review project status, project budget, and project planning. These meetings will be scheduled at a time agreed on by the Project Manager, any applicable county department(s) and the A/E firm.
23. The firm and/or subcontracting firm shall not utilize an employee with less than three (3) years of experience in appropriate field and that have hands on experience in planning and designing requested projects of similar size and scope.
24. The firm shall notify the county in advance if subcontractors will be used. If subcontracting firm work experience and reference information was not provided during the solicitation process, it will need to be provided in advance of any work being completed. The county reserves the right to require an alternative sub-contractor based on experience and reference information.
25. Any out of area A/E firm selected as prime contractor must establish a full time local office for the duration of the project. In lieu of a local office, an out of area A/E firm can partner with a local A/E firm.
26. All media, citizen, and public official requests for information are to be directed to the project manager which the A/E firm is working with.
27. The firm will submit detailed monthly invoices for services provided. Monthly invoices shall detail the number of billable hours by individual person and by individual project for the preceding calendar month. The invoice must indicate total fees billed previously, total fees for current month, and total fees to date by project. Invoices shall be delivered to the County not later than the 10th day of the month following when services were provided.
28. The firm must provide information verifying capacity to perform the services in the required time as reflected by workload, availability of adequate personnel, equipment, and facilities.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
Ability to meet or exceed all Request for Proposal conditions and instructions as outlined herein.	20
Competence to perform the specified and mandatory services as reflected by technical training and education, experience in providing required services, and the qualifications and competence of persons who would be assigned to perform the services. Prior work experience, job sizes and history of proven performance.	20
Capacity to perform the services in the required time as reflected by workload, availability of adequate personnel, equipment, and facilities. The ability to manage projects simultaneously and expeditiously, approach to problem/task resolution, methodology/data gathering techniques and procedures and teamwork.	20
Past performance with respect to cost control, quality of work, value engineering and ability to meet deadlines. This shall be determined in part by a check of references for similar projects and/or services provided for governmental entities or organizations of similar size and scope.	20
Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.	20
Total Points	100

*Scoring for cost will be calculated by using the total 5 year cost (total implementation and 5 years of annual support) provided in Attachment C.

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- | | | |
|---|---------|------------|
| A. \$38,000.00 divided by \$50,000.00 =.76 | .76*10 | 7.6 points |
| B. \$38,000.00 divided by \$38,000.00 =1.00 | 1.00*10 | 10 points |
| C. \$38,000.00 divided by \$49,000.00= .77 | .77*10 | 7.7 points |

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	November 1, 2018
Questions and clarifications submitted in writing by 5:00 p.m. CST	November 13, 2016
Addendum Issued	November 16, 2018
Sealed Proposal due before 1:45pm CST	November 27, 2018
Evaluation Period	November 29 – December 12, 2018
Board of Bids and Contracts Recommendation	December 13, 2018
Board of County Commission Award	December 19, 2018

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$500,000.00

Commercial General Liability Insurance:

Each Occurrence \$1,000,000.00

Aggregate \$2,000,000.00

Personal Injury:

Each Occurrence \$1,000,000.00

General Aggregate \$2,000,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability/ Errors & Omissions Insurance:

____ Required/ ____ Not Required

Each Claim \$1,000,000.00

Aggregate \$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. [Indemnification](#)

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Those responses that do not include all required forms/items may be deemed non-responsive.
9. The names of any anticipated subcontractors that will be used and in what capacity.
10. The work experience of any anticipated subcontractors.
11. A listing of each staff work area and hourly rate.

NOTE: The proposed fee shall be in an amount sufficient to cover traditional reimbursable costs such as:

- Transportation and subsistence expenses of employees, principals and partners incurred during travel.
- Communication expenses such as long distance telephone, telegraph, facsimile, express or messenger charges, and postage.
- Sub-consultant expenses for special services for associated consultants, such as structural, mechanical and electrical engineering, geo-technical investigation and reports, testing, and observation, etc.
- Specialized equipment including computers, computer time, software, printers, scanners, etc.
- Progress prints and in-house plots.
- Should not include any charges for personnel bonuses, employee training, employee morale programs, principal bonuses, general liability, auto liability, or professional liability insurance.

IX. Response Form**REQUEST FOR PROPOSAL****RFP#18-0061****ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

_____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

_____ Native American-Woman Owned (75) _____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____

RFP #18-0061
ON-CALL ARCHITECTURAL AND ENGINEERING
SERVICES

Please provide a single (county will not pay escalated cost for years of experience) all-inclusive rate for each:

Project Architect	\$
Project Manager	\$
Interior Design	\$
Landscape Design	\$
Electrical Engineer	\$
Mechanical Engineer	\$
Structural Engineer	\$
Civil Engineer	\$

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature_____ Title_____

Print Name_____ Dated_____

CAD 2D Drawing Standards for Sedgwick County

A. Software Requirements

- a. All drawings must be provided in DWG file format that is supported by Autodesk AutoCAD®.
- b. Use of only AutoCAD® version 2000 format or later will be accepted.
- c. All electronic drawings must be delivered on CD-ROM or DVD, formatted using Windows® 2000 or higher.

B. Drawing Requirements

- a. All files must be “readable” and must open without any errors (such as proxy, font substitution, xref resolution, etc...). Objects, layers, and other file properties must also remain intact.
- b. All drawings must be free of password protection or encryption.
- c. All drawings must be purged of duplicate object lines.
- d. All drawings must be purged of blocks, layers, attributes, etc. not referenced in the drawing.
- e. Ensure that xrefs are attached without drive or directory specifications. No unbound references to external source drawing files are permitted.
- f. The contractor shall retain a copy of all electronic deliverables for at least one year. During this time if requested, the contractor shall provide up to two additional copies of each at no additional cost to Sedgwick County.

C. Drawing Formats

- a. Scale - All CAD drawings must be drafted at full-scale with the exception of schematic drawings which may be drawn to any scale.
- b. Units – Architectural units of feet and inches are to be used unless the nature of the drawing requires otherwise (in the case of a schematic drawing).
- c. Tolerances – Tolerances are at the discretion of the contractor but should be selected to most accurately reflect the data in the drawing.
- d. Dimensioning – All drawings must use Associative Dimension (updates automatically when distances on drawing are changed).
- e. Fonts and Text Styles – Only AutoCAD® True Type fonts may be used at the discretion of the contractor. Special fonts not packaged with AutoCAD® are not permitted.
- f. Linetypes – Only standard AutoCAD® linetypes are permitted. Contour lines, dashed lines, and other fonted lines must be made of one continuous line segment and not a series of separate line segments.
- g. Lineweights – Lineweights are at the discretion of the contractor but must be assigned to the specific layers and not to individual drawing entities. It is recommended that lineweights follow standard drafting conventions.
- h. Layers – All drawing files must conform to the AIA (American Institute of Architects) *CAD Layer Guidelines*.
- i. Layer Colors – The layer colors are at the discretion of the contractor. Darker colors and half tones are recommended.
- j. Hatching – Hatching shall not deviate from AutoCAD® defaults. Do not use polylines with increased width for hatching.

CAD 2D Drawing Standards for Sedgwick County

- k. Blocks – Blocks are to be used anytime a graphic entity repeatedly occurs. All components used to create blocks must be created on layer 0.
- l. Title Blocks – Each drawing should have only one title block located in the lower right hand corner or in the right pane of the drawing. At a minimum the title block should contain:
 - Customer Name (Sedgwick County)
 - Firm Name
 - Project Name
 - Building Name/Number
 - Project Number
 - Drawing Title
 - Sheet Identification
 - Date of Drawing
 - Drawing Number
 - Drawing Scale
 - North Arrow
- m. Model Space and Paper Space – Contractors are strongly encouraged to use paper space but are not required to do so as long as the drawing in the model space contains the required data.
- n. Graphics – All images included in the drawing must be embedded within the CAD file. Acceptable graphic types include JPG, TIF, GIF, PDF, BMP, etc...

DRAFT AIA® Document B201™ – 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:
(Name and location or address)

<< >>
<< >>

THE OWNER:
(Name, legal status and address)

Sedgwick County Board of County Commissioners
525 N. Main
Wichita, Kansas 67203

THE ARCHITECT:
(Name, legal status and address)

<< >> <>
<< >>

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the <> day of <> in the year <> .
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- | | |
|---|-------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 3 | ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COST OF THE WORK |
| 6 | COMPENSATION |
| 7 | ATTACHMENTS AND EXHIBITS |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:
(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, 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.)

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

.1 Commencement of construction date:

<< >>

.2 Substantial Completion date:

<< >>

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

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 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.

§ 2.1.2 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.

§ 2.1.3 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.

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

§ 2.1.5 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.

§ 2.1.6 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.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 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.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.2.5.1 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 3.

§ 2.2.5.2 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.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

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

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 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.

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

§ 2.3.3 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.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 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 2.6.4.

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

§ 2.4.3 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.

Add 2.4.3.1 Construction drawings and specifications, or other construction documents submitted by Architect to Owner for approval or to any contractors for bidding or negotiation shall be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by Architect at the time of such submission. By submitting same for construction contract purposes, Architect certifies that Architect has informed the Owner of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall additionally confirm these facts in writing at such time, if Owner so requests.

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

§ 2.4.5 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 5.5, and request the Owner's approval.

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

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.

Amend Article 2.5 by replacing the first occurrence only of the word "shall" with "may"

Add 2.5.1 If the lowest bona fide proposal, by a responsible general contractor satisfactory to the Owner for construction of the Project pursuant to the approved drawings and specifications, exceeds the total construction cost of the Project as set forth in the most recently adjusted and approved preliminary estimate of Construction Cost submitted by the Architect under this article, the Architect shall, at its sole costs and expense, revise the drawings and specifications as may be required by Owner to reduce or modify the quality or quantity, or both, of the Work so that the total Construction Cost of the Project will not exceed the total Construction Cost set forth in the most recent approved preliminary estimate of Construction Costs.

§ 2.5.2 COMPETITIVE BIDDING

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

§ 2.5.2.2 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.

§ 2.5.2.3 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.

§ 2.5.3 NEGOTIATED PROPOSALS

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

Delete 2.5.3.2.1

§ 2.5.3.2 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.

§ 2.5.3.3 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.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 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.

Delete Article 2.6.1.1 and replace with the following:\

The Architect shall provide administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction (1997 Edition), together with, and as amended by the Owner’s supplementary general conditions and other documents included or incorporated into the Construction Contract.

§ 2.6.1.2 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.

Amend Article 2.6.1.2 by adding at the end of the third sentence:

“unless the Architect has included specifications, designs, or requirements governing the construction means, methods, techniques, sequences, or safety precautions in the Contract Documents.”

Delete the last sentence of Article 2.6.1.2.

§ 2.6.1.3 Subject to Section 3.3, 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.

Delete Article 2.6.1.3 and replace with the following:

2.6.1.3 The Architect’s responsibility to provide basic services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates sixty days after final completion of Contractor’s final punch list.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, 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.

Amend Article 2.6.2.1 as follows:

Add the following: “However, the Architect may be required to make bi-weekly, or as needed, on-site inspections to check the quality or quantity of the Work. Nothing herein shall be construed to relieve the Architect from any duty to provide architectural services under this Agreement.”

§ 2.6.2.2 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.

§ 2.6.2.3 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.

§ 2.6.2.4 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.

Delete the last sentence of Article 2.6.2.4

§ 2.6.2.5 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.

Amend Article 2.6.2.5 by deleting the phrase “Owner and Contractor designate” and replace that phrase with “Owner designates”

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 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 2.6.2 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.

§ 2.6.3.2 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.

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

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 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.

§ 2.6.4.2 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.

Amend Article 2.6.4.2 as follows:

by deleting the phrase, "but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents."

and replace with the following phrase, "for the purpose of: (1) assuring compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) assuring that the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall be responsible for determining what aspects of the Work shall be the subject of shop drawings and submittals. Architect shall not knowingly permit such aspects of the construction work to proceed in the absence of approved shop drawings and submittals."

§ 2.6.4.3 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.

§ 2.6.4.4 Subject to the provisions of Section 3.3, 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.

§ 2.6.4.5 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.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 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 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 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.

§ 2.6.6.2 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.

§ 2.6.6.3 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.

§ 2.6.6.4 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.

§ 2.6.6.5 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 3 ADDITIONAL SERVICES

§ 3.1 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 6.2.

(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 3.2 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 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming		
§ 3.1.2 Multiple preliminary designs		
§ 3.1.3 Measured drawings		
§ 3.1.4 Existing facilities surveys		
§ 3.1.5 Site Evaluation and Planning (B203™-2007)		
§ 3.1.6 Building information modeling		
§ 3.1.7 Civil engineering		
§ 3.1.8 Landscape design		
§ 3.1.9 Architectural Interior Design (B252™-2007)		
§ 3.1.10 Value Analysis (B204™-2007)		
§ 3.1.11 Detailed cost estimating		
§ 3.1.12 On-site project representation		
§ 3.1.13 Conformed construction documents		
§ 3.1.14 As-designed record drawings		
§ 3.1.15 As-constructed record drawings		
§ 3.1.16 Post occupancy evaluation		
§ 3.1.17 Facility Support Services (B210™-2007)		
§ 3.1.18 Tenant-related services		
§ 3.1.19 Coordination of Owner's consultants		
§ 3.1.20 Telecommunications/data design		
§ 3.1.21 Security Evaluation and Planning (B206™-2007)		
§ 3.1.22 Commissioning (B211™-2007)		
§ 3.1.23 Extensive environmentally responsible design		
§ 3.1.24 LEED® Certification (B214™-2007)		
§ 3.1.25 Fast-track design services		
§ 3.1.26 Historic Preservation (B205™-2007)		

§ 3.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

<< >>

§ 3.3 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 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

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

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

Delete Article 3.3.1 in its entirety and replace with the following:

Except as otherwise limited herein, if circumstances that are not addressed in this Agreement or that are not reasonably within the scope of this Agreement result in a material increase in the scope of the Architect's services, the Architect shall be entitled to a reasonable and appropriate adjustment in schedule and compensation. The Architect shall not be compensated for services related to mediation or litigation in which the Architect is a party.

§ 3.3.2 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.

Amend Article 3.3.2.4 by adding:

“when such claims arise solely from some action or inaction on the part of Owner”

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

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

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

Delete Article 4.1 and replace with the following:

The Owner shall inform the Architect in writing of changes in the Cost of the Work

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

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

Amend Article 4.3 as follows:

by changing the third word from “shall” to “may” and by adding the following: “The Architect shall review and confirm the sufficiency of any tests and information furnished to Architect by or on behalf of the Owner pursuant to this Article 4.3.

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

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

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

Amend Article 4.6 by adding the following:

The duties, responsibilities and limitations of authority of the Architect may be reasonably restricted, modified or extended by the Owner after the date of this Agreement, and if they are substantially restricted, modified or extended without written agreement of the Owner and Architect, then Architect's compensation shall be equitably adjusted.

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

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. The

Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

Delete Article 5.7 in its entirety

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« »

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« »

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of « » percent (« » %), or as otherwise stated below:

« »

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

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents	« »	percent (« »	%)
Phase				
Bidding or Negotiation Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Delete Article 6.7 in its entirety

« »

Employee or Category

Rate

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

<< >>



DRAFT AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

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

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

Sedgwick County Board of County Commissioners
525 N. Main
Wichita, Kansas 67203

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

« »
« »
« »
« »

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

« »
« »
« »

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

« »

§ 1.2 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.

Delete Article 1.2 in its entirety

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

§ 1.4 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.

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

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

- .1 General Liability

« »

- .2 Automobile Liability

« »

- .3 Workers' Compensation

« »

.4 Professional Liability



Delete Article 1.5 and replace with the following:

Architect shall maintain throughout the period of this Agreement and for a period of two years thereafter, a standard form of errors and omissions insurance with an insurance company satisfactory to the Owner. Architect shall also maintain insurance coverage for comprehensive general liability, automobile liability and workers' compensation in forms and amounts satisfactory to Owner. Architect shall assure that any and all consultants engaged or employed by Architect carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such consultants. Architect shall submit to Owner proof of such insurance in amounts satisfactory to Owner. The maintenance in full current force and effect of such form and amount of insurance, in such amount as Owner shall have accepted, shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

Architect agrees to indemnify, hold harmless, and protect the Owner, its agents, representatives, and any affiliated or related entities against any and all loss, damages, liabilities, or costs and expenses, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's fault or negligent performance of professional services under this Agreement, and that of its subconsultants or anyone for whom the consultant is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

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

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

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

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

ARTICLE 3 COPYRIGHTS AND LICENSES

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

Delete Article 3.1 in its entirety

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

Delete Article 3.2 in its entirety and replace with:

Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The final Construction Documents, however, prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all compensation due to the Architect. If the Owner subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by the Architect, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and Architect's consultants. Further, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees, consultants, and subconsultants, against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modifications of the Construction Documents by the Owner for derivative projects for which the Architect is not the Architect of Record.

Under no circumstances shall delivery of the electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for any loss of profit or any consequential damages as a result of the Owner's use or reuse of the electronic files.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

Delete Article 3.3 in its entirety and replace with:

If the Owner subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by the Architect, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, where required by law, such identification identifying the original architect or the scopes of the reuse of the documents may remain or be applied.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

Delete Article 3.4 in its entirety

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

Delete Article 4.1.1 in its entirety

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

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

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

Amend Article 4.2.1 as follows:

changing the word "shall" to the word "may" in the first line and by deleting the phrase "as a condition precedent to binding dispute resolution" and deleting the phrase "or by binding dispute resolution" at the end of the last sentence.

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

Amend Article 4.2.2 as follows:

changing the word "shall" to the word "may" in the first line and by deleting the third and fourth sentences.

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

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

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

☐ Arbitration pursuant to Section 4.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

☐

Delete Article 4.2.4 in its entirety

§ 4.3 ARBITRATION

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

Delete Article 4.3.1 in its entirety

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

Delete Article 4.3.1.1 in its entirety

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

Delete Article 4.3.2 in its entirety

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

Delete Article 4.3.3 in its entirety

§ 4.3.4 CONSOLIDATION OR JOINDER

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

Delete Article 4.3.4.1 in its entirety

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

Delete Article 4.3.4.2 in its entirety

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

Delete Article 4.3.4.3 in its entirety

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

Delete Article 5.2 in its entirety and replace with:

Unless otherwise noted herein or in the Project Schedule most recently approved by the Owner, if the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect will be notified within seven (7) calendar days of any suspension.

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

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

Amend Article 5.6 as follows:

delete the phrase "and all Termination Expenses as defined in Section 5.7" at the end.

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

Delete Article 5.7 in its entirety

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

« »

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

Delete Article 6.2 in its entirety and replace with:

Owner will directly pay for all copying or reproduction costs associated with bidding and construction process. At the end of each design phase, the Architect will make available a set of reproducible documents for the use by the Owner to produce “review sets” as Owner determines need.

The Architect shall not be required to furnish sets of drawings in print form for the Owner’s use through the project duration.

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect’s professional services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

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

Delete Article 6.2.1 in its entirety

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus an administrative fee of « » percent (« » %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of the Project as follows:

Delete Article 6.3 in its entirety

« »

§ 6.4 PAYMENTS TO THE ARCHITECT

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

Delete Article 6.4.1 in its entirety

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid « » (« ») days after the

invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

<< >> % << >>

Delete Article 6.4.2 in its entirety

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

Add to Article 6.4.3 the following:

Unless otherwise noted in this Agreement, the Owner shall pay the Architect for services rendered and for reimbursable expenses within thirty (30) days after the Owner's receipt of a valid monthly invoice in the form required by the Owner.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Delete Article 6.4.4 in its entirety

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

Amend Article 7.1 as follows:

by deleting the comma and text following the comma in the first line

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

Amend Article 7.2 as follows:

by deleting the phrase "A201-2007" and replacing with "A201-1997, as amended by the Owner's standard supplemental conditions"

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

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

Delete Article 7.4 in its entirety and replace with:

The forms of certificates to be used by the Architect during the Project are attached hereto.

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

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

Amend Article 7.6 as follows:

“However, Architect shall report to the owner the presence and location of any hazardous material which it notices or which an architect of similar skill and experience should have noticed.”

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

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

Add as Article 7.9:

“For the purposes of this Agreement, the *Standard Form of Agreement between Owner and Architect without a Predefined Scope of Architect’s Services* (the AIA B102-2007) and the *Standard Form of Architect’s Services: Design and Construction Contract Administration* (the AIA B201-2007) shall be construed as one merged document.”

Add as Article 7.10:

“The Architect’s duty to provide architectural services under this Agreement shall be neither diminished nor eliminated whenever the Owner’s approval is a condition precedent to such architectural service.”

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

« Article 8.1: Non discrimination provisions:

8.1.1: Architect shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin or ancestry;

8.1.2: In all solicitations or advertisements for employees, Architect shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Kansas Human Rights Commission;

8.1.3: If Architect fails to comply with the manner in which Architect reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Architect shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part, by the Owner;

8.1.4: If Architect is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Architect shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the Owner;

8.1.5: Architect shall include the provisions of the above Sections 8.1.1 through 8.1.4, inclusively, in ever subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.» »

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

« »

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

OWNER

ARCHITECT

(Signature)

« »« »

(Printed name and title)

(Signature)

« »« »

(Printed name and title)

Approved as to Form:

Michael Fessinger
Assistant County Counselor

Attest:

Kelly B. Arnold

