



**POUDRE SCHOOL DISTRICT R-1**

**REQUEST FOR QUALIFICATIONS**

**SPINE ROOF DESIGN SERVICES  
FORT COLLINS HIGH SCHOOL**

**RFQu # 20-340-001**

**RFQu SCHEDULE**

<b>RFQu Issued</b>	<b>January 23, 2020</b>
<b>Pre-proposal Conference</b>	<b>February 7, 2020 at 11:00 a.m. MST</b>
<b>Questions Due</b>	<b>February 12, 2020 2:00 p.m. MST</b>
<b>RFQu Closing Date</b>	<b>February 21, 2020 2:00 p.m. MST</b>

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## **1.0 PROJECT DESCRIPTION AND SCHEDULE**

Poudre School District R-1 (the "District") is issuing this Request for Qualifications ("RFQu") from vendors for Architectural Design Services. The anticipated project description and schedule are as follows:

### **1.1 PROJECT DESCRIPTION**

As identified in the District's 2016 bond proposal, Fort Collins High School (FCHS) been slated for repair to the spine roof for Summer of 2021. The Project Scope (Exhibit A), is based on approximately 11,000 square feet, with a construction budget of \$235,000. Complete design services for the bidding and construction phases are required.

It is highly recommended, but not required, that proposing vendors attend a pre-proposal conference to become familiar with the selection process, the schedule, and the elements of the contract. To be followed by visit to the site immediately following the meeting.

DATE: February 7, 2020

TIME: 11:00 a.m. MST

WHERE: FCHS Front Entry

ADDRESS: 3400 Lambkin Way, Fort Collins, CO 80525

### **1.2 PROJECT SCHEDULE**

1.2.1 Anticipated time for design work to commence February 2020

1.2.2 Anticipated construction bid date: Early 2021

1.2.3 Anticipated occupancy: no later than August 15, 2021

## **2.0 MINIMUM QUALIFICATION REQUIREMENTS**

As set forth in more detail below, the District will only consider proposals for this Project from vendors that meet the following qualification criteria:

2.1 Principal Architect of record must be registered and licensed in the State of Colorado.

- 2.2 Vendor must have an established office within 150 miles of Fort Collins, Colorado at the time of RFQu response submission.
- 2.3 Vendor must demonstrate completion of Projects of a similar size and scope within the last five (5) years.

### **3.0 SUBMITTAL REQUIREMENTS**

As set forth in more detail below, the District is requiring the following information from all vendors as part of their response:

- 3.1 Letter addressing the considerations below
  - 3.1.1 Completed Architect's Qualification Statement - AIA Document B305 – 1993 or successor form. (Exhibit C)
  - 3.1.2 Design professional's summary of previous work for the District.
  - 3.1.3 Design professional's experience on projects of similar type and size within the last five (5) years.
  - 3.1.4 Whether the design professional or any of its principals has ever declared bankruptcy under their current names or former names.
  - 3.1.5 Whether the design professional or any of its principals has ever made an assignment for the benefit of creditors.
  - 3.1.6 Whether there are any unsatisfied judgements or liens against the design professional or any of its principals.
- 3.2 Description of the proposed Project team and approach
  - 3.2.1 Qualifications of proposed key team members
  - 3.2.2 Project approach which shall include:
    - 3.2.2.1 Budget and Cost Control
    - 3.2.2.2 Quality Control
    - 3.2.2.3 Schedule Management
- 3.3 Statement of the vendor's capabilities.
  - 3.3.1 Current and projected workload.
- 3.4 Proposed Fee Schedule



- 3.4.1 Submittals must include a complete Proposed Fee Schedule & Hourly Rates as provided in Exhibit D.
- 3.4.2 Fee Proposal Schedule **must include** the following consultant fees where applicable to this Project:
  - 3.4.2.1 Architectural Fee
  - 3.4.2.2 Structural
  - 3.4.2.3 Mechanical
  - 3.4.2.4 Electrical
- 3.4.3 Identify any additional consultants included in fee proposal not specified above.
- 3.4.4 Identify hourly rates for the following where applicable to this Project:
  - 3.4.4.1 Principal
  - 3.4.4.2 Project Manager
  - 3.4.4.3 Project Architect
  - 3.4.4.4 CAD Technician
  - 3.4.4.5 Interior Designer
  - 3.4.4.6 Clerical
- 3.4.5 Additional services and consultants listed on the Fee Schedule & Hourly Rates will be negotiated on an as-needed basis after award of this RFQu.

#### **4.0 RFQu PROCEDURES AND DEADLINES**

The procedures and deadlines associated with this RFQu are as follows:

- 4.1 The District shall provide copies of this RFQu and its related documents to vendors through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) (BidNet), where registered bidders are required to submit their electronic RFQu response along with the first and last name, telephone number and e-mail address of the employee within the vendor's organization who will be designated as the District's primary contact with respect to this RFQu and the vendor's response thereto. The District may provide copies of this RFQu to other vendors upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization

who will be designated as the District's primary contact with respect to this RFQu and their response thereto.

- 4.2 **At no time during the solicitation process, will communication regarding this RFQu be permitted with any district employee, other than Jon Babcock, the District Senior Procurement Agent associated with this RFQu, until an award has been announced. Communication with any district employee other than Jon Babcock may disqualify your organization's proposal from consideration.**
- 4.3 Questions regarding this RFQu must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFQu through and including **2:00 p.m. MST on February 12, 2020.**
  - 4.3.1 Each question must be submitted individually. Multiple questions per entry will not be answered.
  - 4.3.2 Each question submitted, as well as the District's response thereto, shall be posted to Bidnet as an addendum.
- 4.4 Electronically submitted proposals, as provided in section 3.0 of this RFQu, must be received in BidNet's electronic solicitation portal on or before **2:00 p.m. MST on February 21, 2020**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.
- 4.5 District staff shall review the written proposals to this RFQu during the proposal consideration period commencing on February 21, 2020. During the proposal consideration period, questions may be asked of and additional information may be requested from specified District personnel and select vendors may be asked to give presentations to District staff regarding their RFQu responses.
- 4.6 The selected vendor's services are subject to and conditioned on: (a) an agreement by the District and vendor regarding the terms of a written contract between the parties, including but not limited to the terms specified in section 3.0 of this RFQu; and (b) the execution of the written contract by authorized representatives of the District and vendor.
- 4.7 This RFQu does not commit the District to select or contract with any vendor that provides a response, or to pay any costs incurred by vendors in responding to the RFQu or negotiating a contract. The District reserves the right to reject any and all responses to this RFQu at any point in the process, to waive any irregularities and/or informalities with respect to the RFQu procedures and deadlines, and to select the vendor whose response it deems in its sole discretion to be in the best interest of the District. The award of this RFQu to a selected vendor is contingent upon the execution of a mutually acceptable agreement, a sample of which is provided as AIA Document B101-2017 (Exhibit E). If a mutually acceptable agreement is not executed, the District reserves the right, at its sole discretion, to negotiate with a subsequent vendor(s) who

submitted a responsive and responsible response to this RFQu per the specified terms herein.

- 4.8 Information and materials submitted in response to this RFQu may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that vendor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which vendor believes they are confidential. The District, not the vendor, shall determine whether information and materials so identified will be withheld as confidential, but will inform vendor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

-Intentionally left blank-

**5.0 REFERENCES**

**References are mandatory** – List three (3) references for which your company has completed similar services for projects of similar scope. Colorado K-12 public school references are preferred, if available.

5.1 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

5.2 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

5.3 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_



6.0 **SUBMITTAL CERTIFICATION FORM**

**SPINE ROOF DESIGN SERVICES  
FORT COLLINS HIGH SCHOOL  
IFB #20-340-001**

**The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **February 21, 2020, 2:00 p.m. MST.****

The undersigned hereby affirms that:

- Contractor is a duly authorized agent of the company issuing this Bid and that all information provided in the Bid is true and accurate.
- Contractor has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the Bid.
- Contractor will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company's Bid responding to the IFB.
- Contractor meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Contractor's Bid is being offered independently of any other Contractor and in full compliance with the terms specified in the IFB.
- Contractor will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

Company Name: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(If different from Agent – include e-mail address and phone number)

**NOTE: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.**

## 7.0 Insurance

Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management  
Email: [risk@psdschools.org](mailto:risk@psdschools.org) (preferred method of communication)  
2407 Laporte Ave  
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 7.0 shall not reduce the indemnification liability that Provider has assumed in section 7.1.

### **Commercial General Liability**

#### Minimum Limits

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage   | \$2,000,000 |
| b. General Aggregate   | \$3,000,000 |
| c. Products/Completed Operations Aggregate   | \$2,000,000 |
| d. Personal/Advertising Injury   | \$2,000,000 |
| e. Fire Damage (Any One Fire)  | \$50,000    |
| f. Medical Payments (Any One Person)   | \$5,000     |
| g. Coverage must be written on an "occurrence" basis.  |             |
| h. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement. |             |

### **Professional Liability For Prime Consultants and Design/Build Liability**

For estimated Project Construction Cost up to \$9,999,999:

- |                     |             |
|---------------------|-------------|
| a. Each Claim       | \$1,000,000 |
| b. Annual Aggregate | \$1,000,000 |

For estimated Project Construction Cost from \$10,000,000 - \$19,999,999:

- |               |             |
|---------------|-------------|
| a. Each Claim | \$3,000,000 |
|---------------|-------------|

- b. Annual Aggregate \$3,000,000

For estimated Project Construction Cost from \$20,000,000 - \$39,999,999:

- a. Each Claim \$4,000,000
- b. Annual Aggregate \$4,000,000

For estimated Project Construction Cost over \$40,000,000:

- a. Each Claim \$10,000,000
- b. Annual Aggregate \$10,000,000

In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

The policy shall include a waiver of subrogation in favor of Poudre School District R-1.

### **Professional Liability (Errors and Omissions Liability) For Sub-Consultants**

The Consultant's registered sub-consultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability Insurance as follows:

#### Major Sub-Consultants (structural, civil, mechanical, plumbing, electrical engineers)

For estimated Project Construction Cost from \$5,000,000 - \$19,999,999:

- a. Each Claim \$1,000,000
- b. Annual Aggregate \$1,000,000

For estimated Project Construction Cost from \$20,000,000 - \$39,999,999:

- a. Each Claim \$2,000,000
- b. Annual Aggregate \$2,000,000

For estimated Project Construction Cost over \$40,000,000:

- a. Each Claim \$3,000,000
- b. Annual Aggregate \$3,000,000

2. All other registered consultants not listed above:

- a. Each Claim \$1,000,000
- b. Annual Aggregate \$1,000,000

In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.



The policy shall include a waiver of subrogation in favor of Poudre School District R-1.

Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

### **Builders' Risk Design / Build Contracts**

Contact Risk Management for specific requirements.

**Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles** (Only required if Provider operates vehicles in performing any services under this Agreement)

Bodily Injury & Property Damage  
Combined Single Limit Minimum \$1,000,000

### **Workers' Compensation and Employers' Liability\***

#### Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
  - \$500,000 Disease – Policy Limit
  - \$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

\*This requirement shall not apply if Provider is exempt under the Colorado Workers' Compensation Act AND if Provider has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

## **7.1 Indemnification**

Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Contractor's operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

# Exhibit A

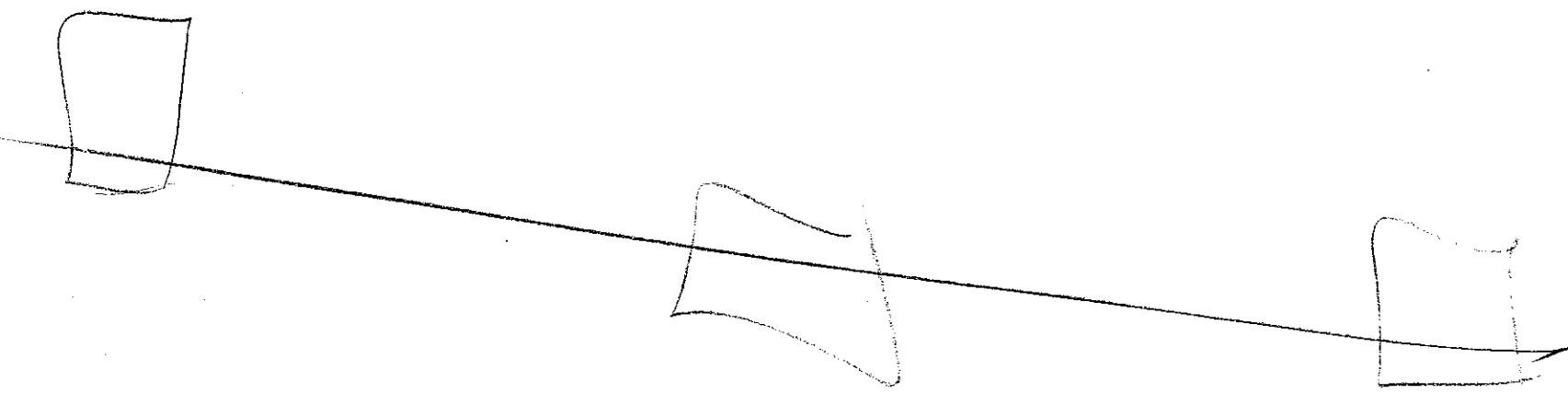
## Scope of Work

In order to preserve the structural integrity and maintain a minimum standard of aesthetics, the Poudre School District (PSD) must make significant improvements to the Fort Collins High School building. The central corridor Spine Roof requires design work for the correction of ongoing maintenance issues. The PSD intends to secure professional engineering design services to provide construction drawings with the purpose of improving window glazing, structural steel and exterior coatings of these building components to guard against water infiltration.

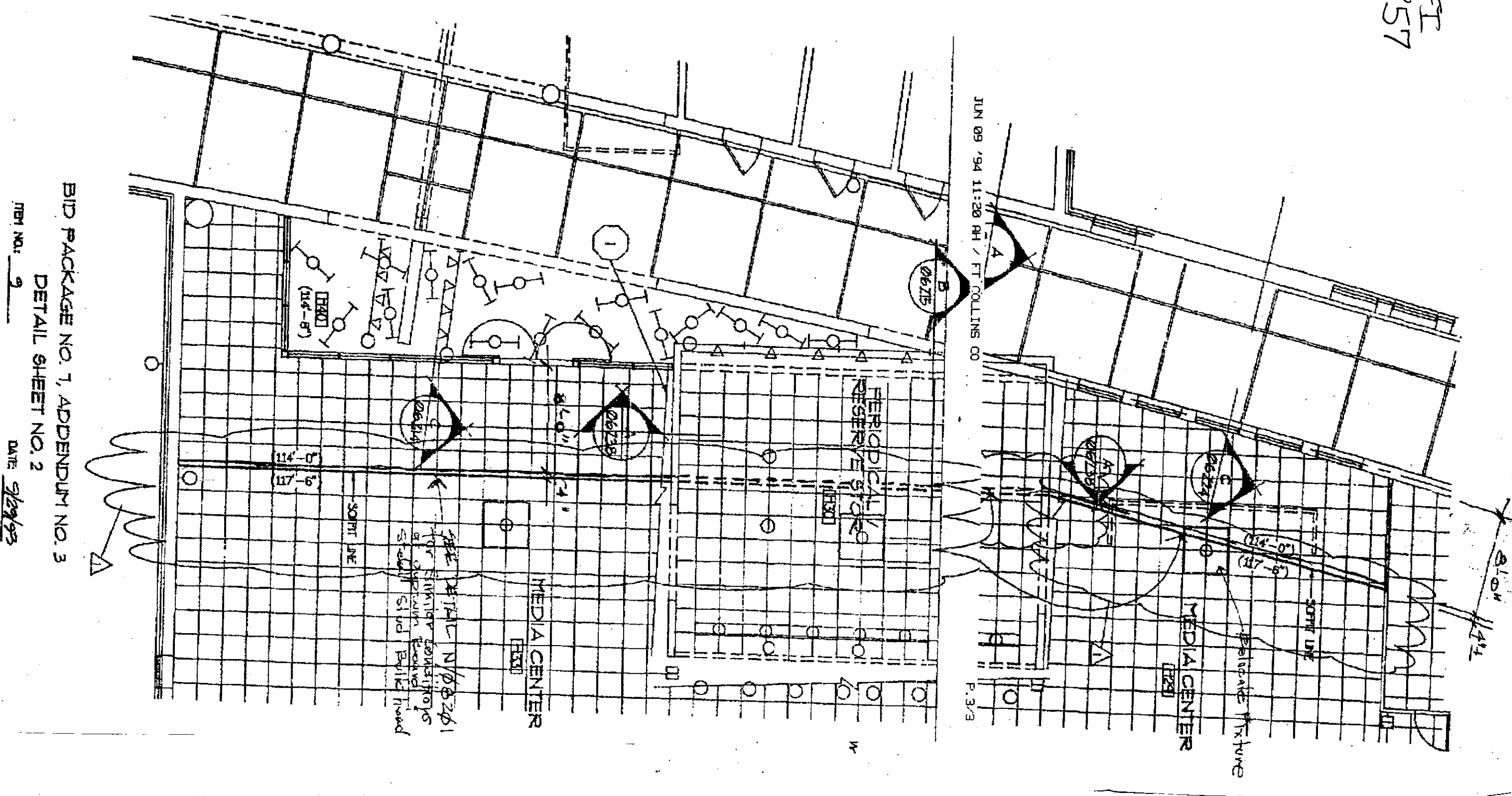
As identified in the District's 2016 Bond Proposal, the Fort Collins High School Spine Roof needs repair. PSD requires complete design services for the bidding and construction phases of this project. Proposed designs should offer new flashing details, improved glazing applications and or the addition of weatherproof coatings to prevent water infiltration.

Any exterior paint cosmetic issues should be considered during the design and rectified during construction. Design details should adhere to the PSD paint specifications for the resurfacing of these building components as shown in Exhibit F.

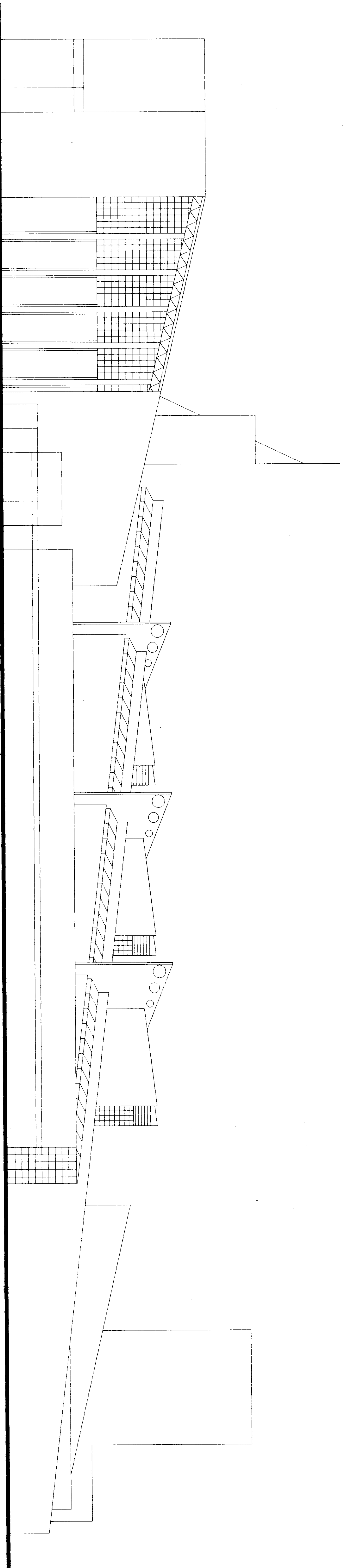
# Exhibit B



RFI  
# 257



BID PACKAGE NO. 1 ADDENDUM NO. 3  
DETAIL SHEET NO. 2  
RFI NO. 2  
DATE 2/2/02

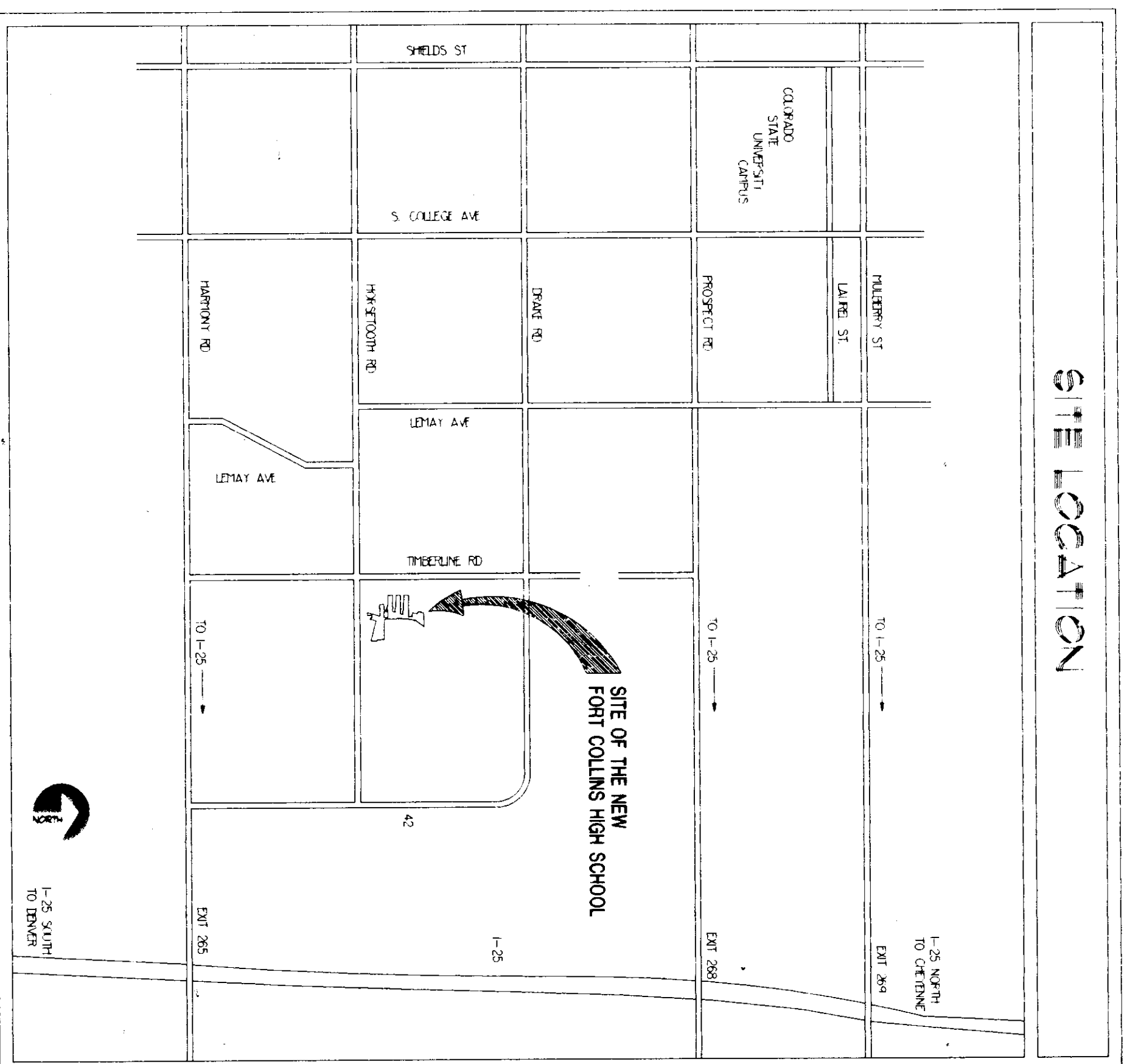


# The 'NEW FORT COLLINS HIGH SCHOOL'

## GENERAL NOTES

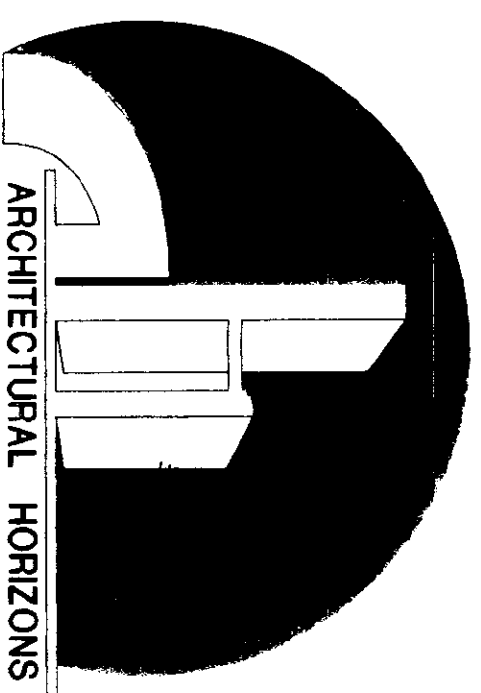
- 1) ALL STREET, SANITARY SEWER, STORM SEWER AND WATER CONSTRUCTION SHALL CONFORM TO THE CITY OF FORT COLLINS STANDARDS AND SPECIFICATIONS CURRENT TO DATE OF APPROVAL OF THESE PLANS.
- 2) THE ENGINEER WHO HAS PREPARED THESE PLANS, BY EXECUTION AND/OR SEAL HEREOF DOES HEREBY AFFIRM RESPONSIBILITY TO THE CITY OF FORT COLLINS AS A BENEFICIARY OF SAID ENGINEER'S WORK FOR ANY ERRORS AND OMISSIONS CONTAINED IN THESE PLANS AND APPROVAL OF THE PLANS BY THE CITY SHALL NOT RELIEVE THE ENGINEER WHO HAS PREPARED THESE PLANS OF ALL SUCH RESPONSIBILITY.
- 3) THE CITY OF FORT COLLINS SHALL NOT BE RESPONSIBLE FOR MAINTAINING ON-SITE STORM DRAINAGE FACILITIES SHOWN ON THESE PLANS. THE OWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF PERMANENT DETENTION FACILITIES.

## SITE LOCATION



City of Fort Collins, Colorado  
 Department of Public Works  
 Planning & Development  
 Michael Krider 4/18/10  
 John C. Hillman 12/14/09  
 Paul Bergeron 11/15/09

INDEX	
SHEET NO.	DESCRIPTION
COVER SHEET	
01Z05	UTILITIES SITE PLAN
01W02	UTILITIES WEST PLAN
01X02	UTILITIES EAST PLAN
01Y02	UTILITIES SOUTH PARKING & DETAILS
01Z06	UTILITIES DETAILS
01Z07	SEWER PROFILE & DETAILS
01Z04	EROSION CONTROL DETAILS



ARCHITECTURAL HORIZONS

with Perkins & Will  
 4730 S. COLLEGE SUITE 206 FORT COLLINS, CO 80525  
 (303) 225-2704

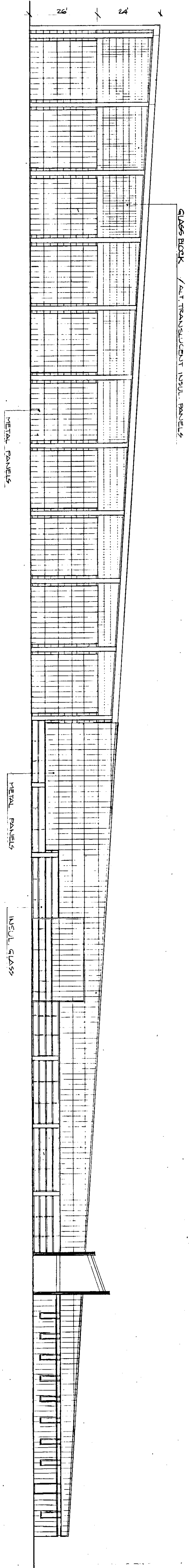
## POUDRE SCHOOL DISTRICT R-1

ARCHITECT'S PROJECT NO. FRI-431

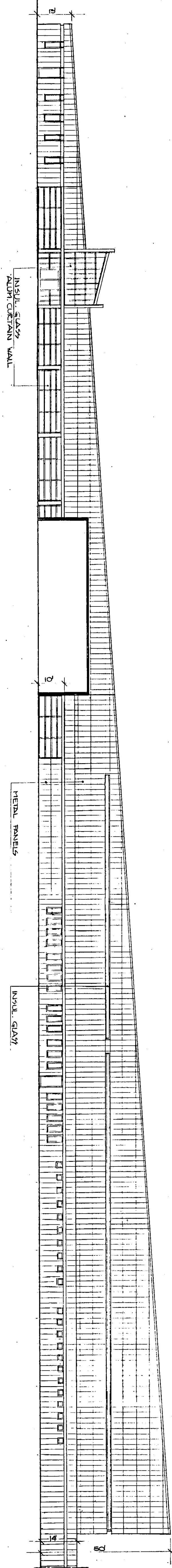
#CH5-28



1 NORTH ELEVATION  
SCALE 1/4" = 1'-0"



2 SOUTH ELEVATION  
SCALE 1/4" = 1'-0"



H

Sheet: \_\_\_\_\_  
of \_\_\_\_\_  
project no: \_\_\_\_\_

**SOUTH AND NORTH ELEVATION**  
FURNACE BUILDING

date: \_\_\_\_\_  
drawn by: \_\_\_\_\_  
cod. file: \_\_\_\_\_  
revisions: \_\_\_\_\_


**with Perkins & Will**  
ARCHITECTURAL HORIZONS 4730 S. COLLEGE BLVD. SUITE 206 FORT COLLINS, CO 80526  
(303) 225-2704



TIMBERLINE ROAD  
DRAINAGE

TIMBERLINE ROAD

PHILLIP E. FLORES ASSOCIATES INC.  
Planning  
Communications Graphics  
Landscape Architecture  
1401 Dale St. Suite 202  
Denver, Colorado 80202  
Tel: 303-733-8232  
Fax: 303-733-8794



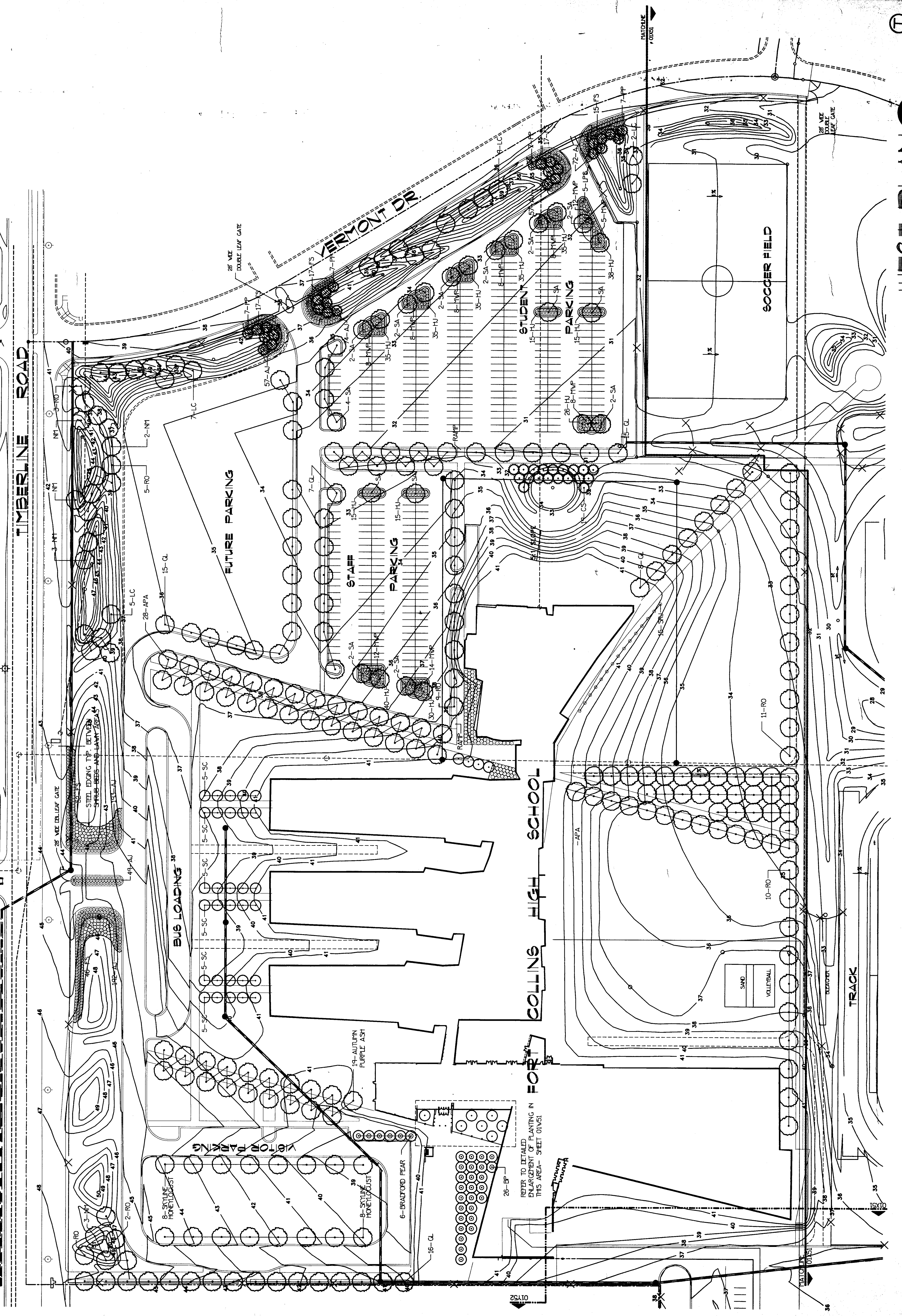
POUDRE SCHOOL DISTRICT R-1  
NEW FORT COLLINS  
HIGH SCHOOL  
FORT COLLINS, COLORADO

date:	
drawn by:	
revision:	
cod file:	01V50.DWG

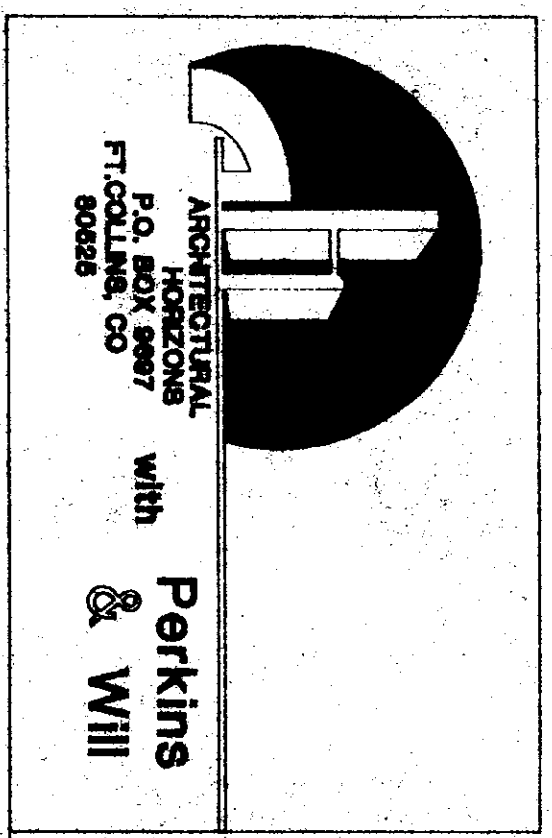
LANDSCAPE PLAN  
WEST PLAN

project no.  
revision no.  
sheet

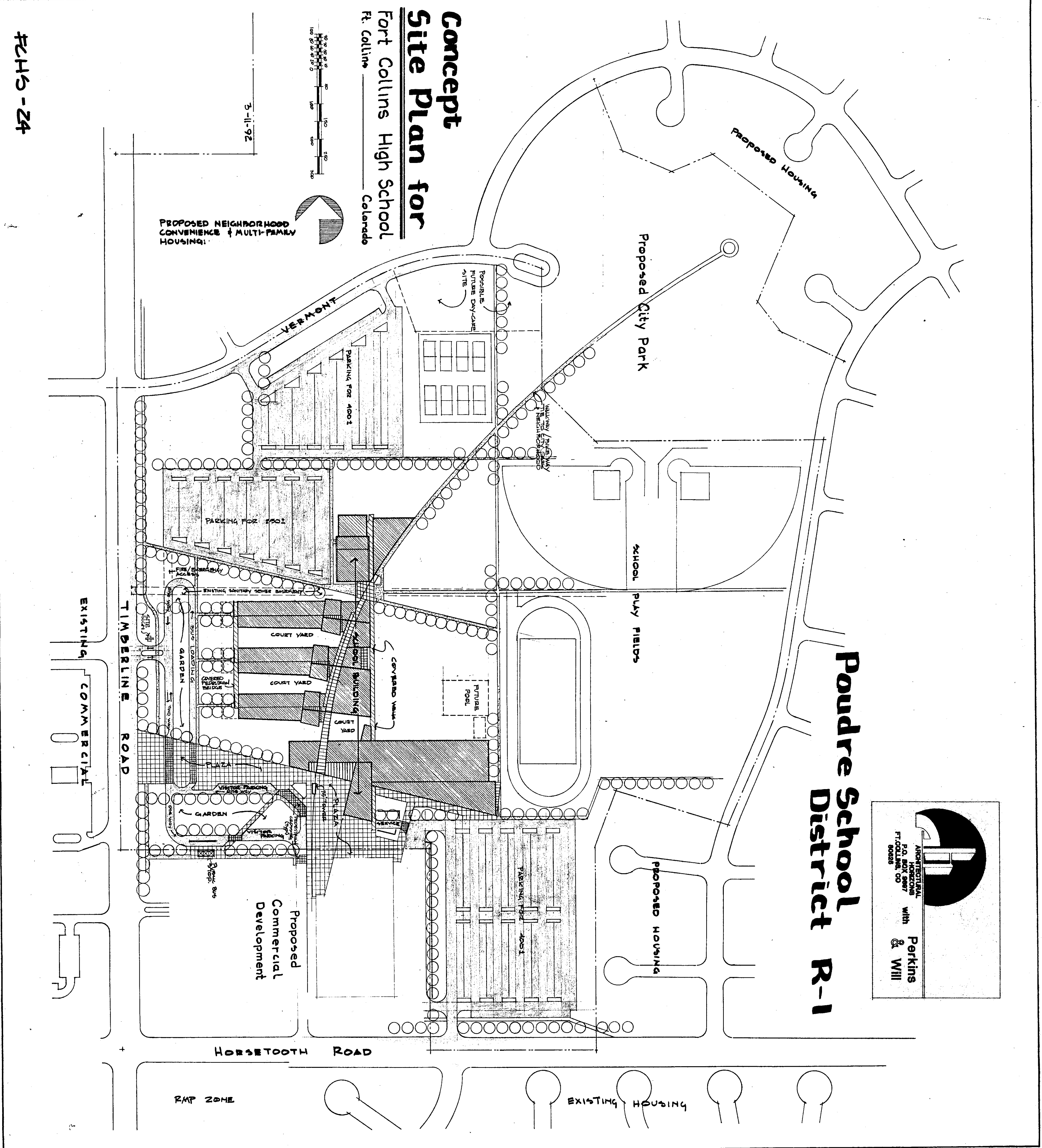
WEST PLAN  
NORTH  
1 - 50







# Poudre School District R-1



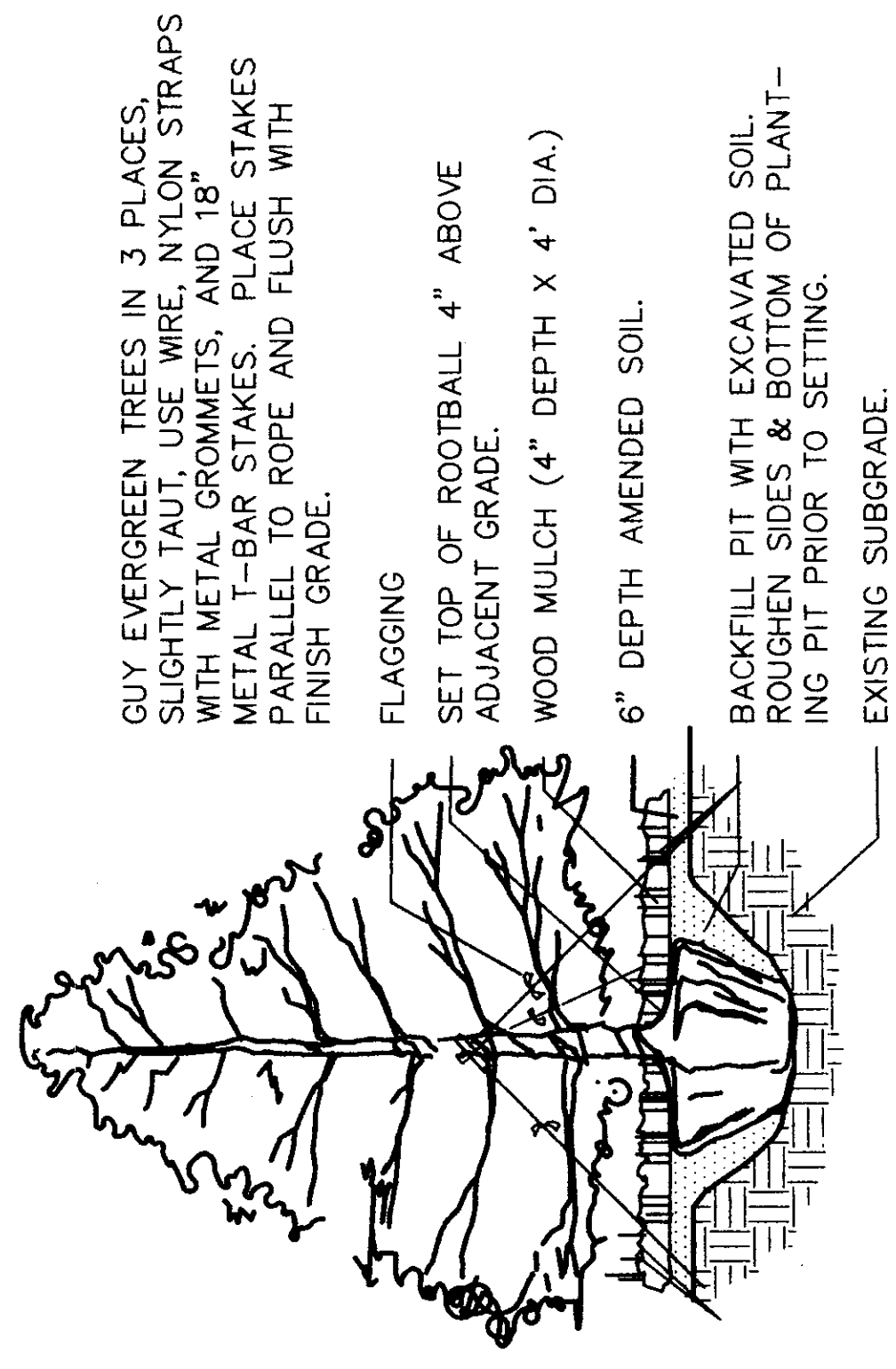
## Concept Site Plan for Fort Collins High School Ft. Collins Colorado

PROPOSED NEIGHBORHOOD CONVENIENCE + MULTI-FAMILY HOUSING:

#CHS-24

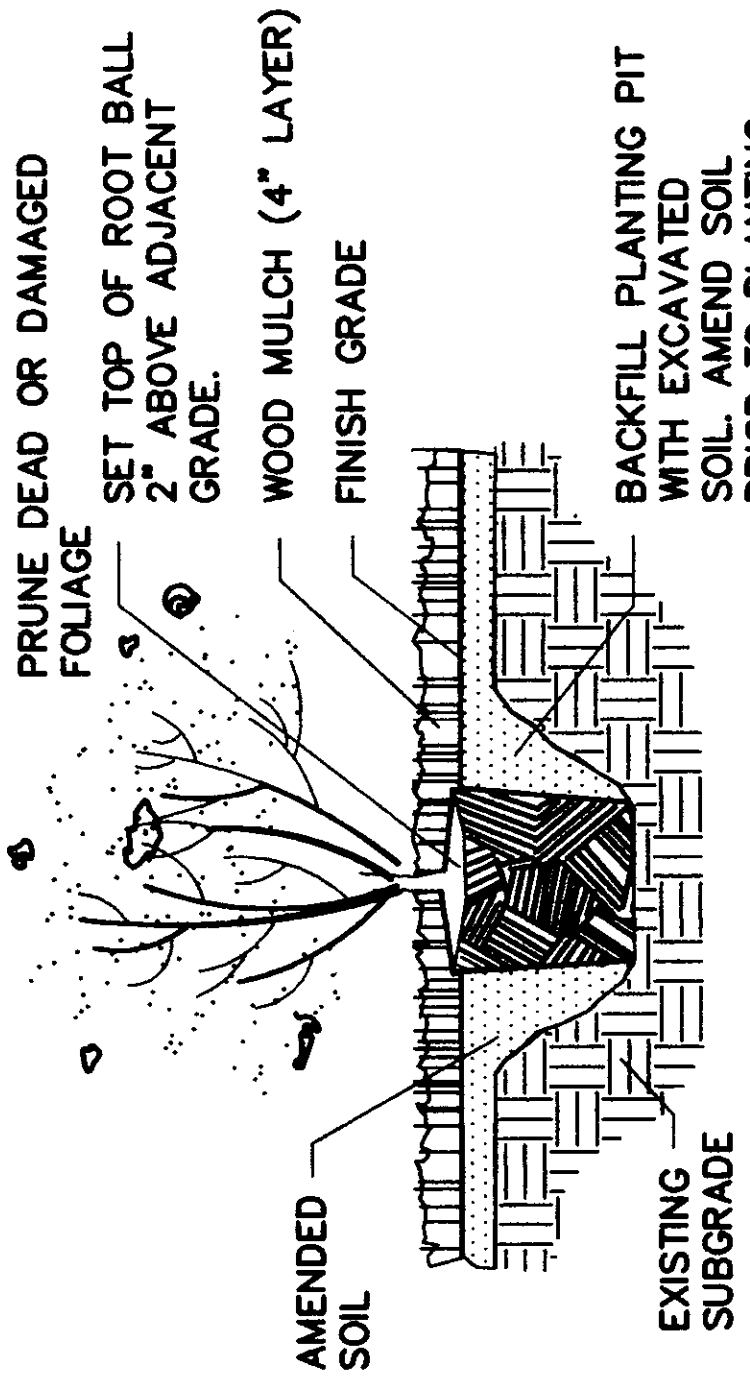






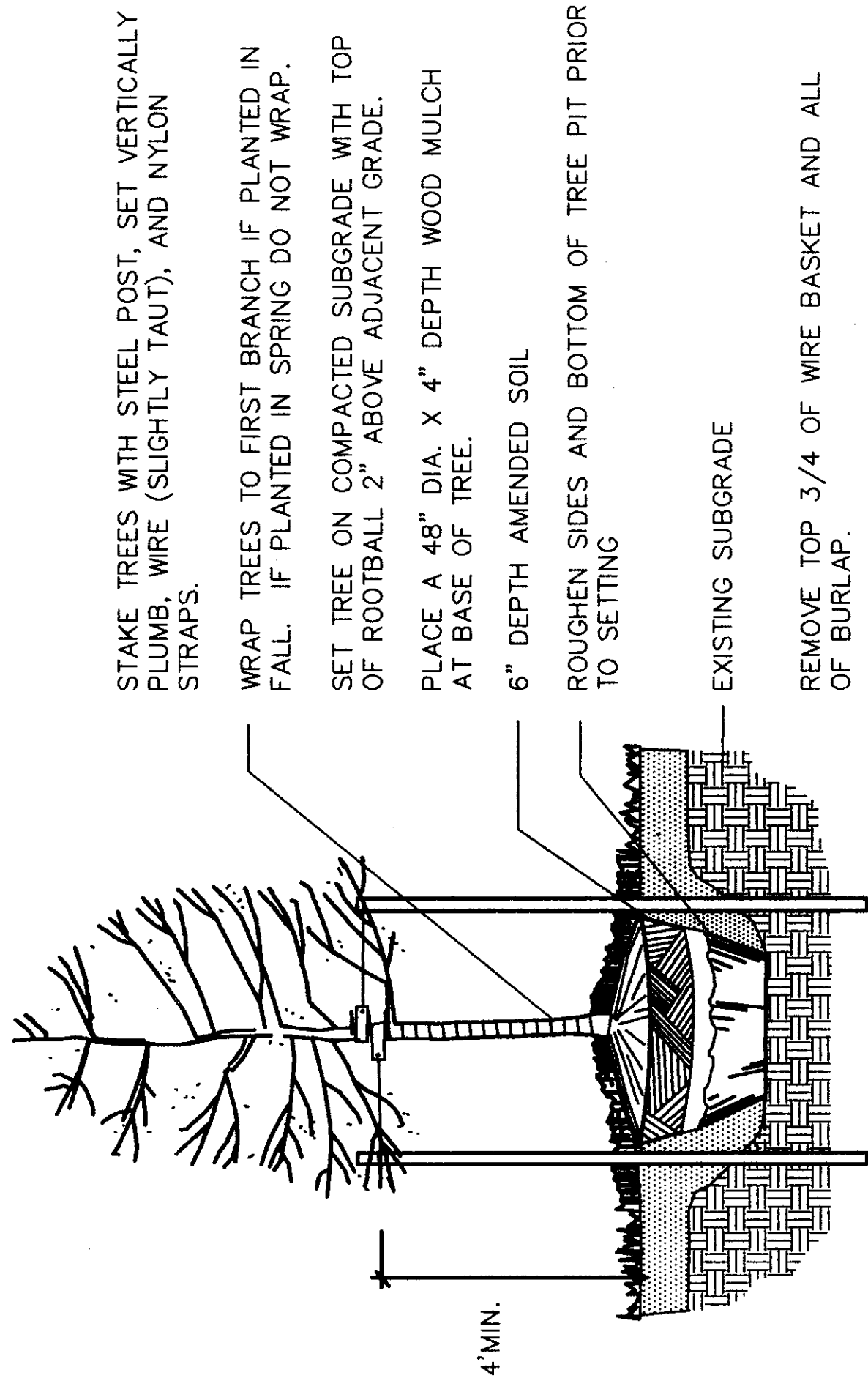
CUY EVERGREEN TREES IN 3 PLACES, SLIGHTLY TAUT, USE WIRE, NYLON STRAPS WITH METAL GROMMETS, AND 18" METAL T-BAR STAKES. PLACE STAKES PARALLEL TO ROPE AND FLUSH WITH FINISH GRADE.  
 FLAGGING  
 SET TOP OF ROOTBALL 4" ABOVE ADJACENT GRADE.  
 WOOD MULCH (4" DEPTH X 4" DIA.)  
 6" DEPTH AMENDED SOIL.  
 BACKFILL PIT WITH EXCAVATED SOIL. ROUGHEN SIDES & BOTTOM OF PLANTING PIT PRIOR TO SETTING.  
 EXISTING SUBGRADE.

**A** EVERGREEN TREE DETAIL  
N.T.S.



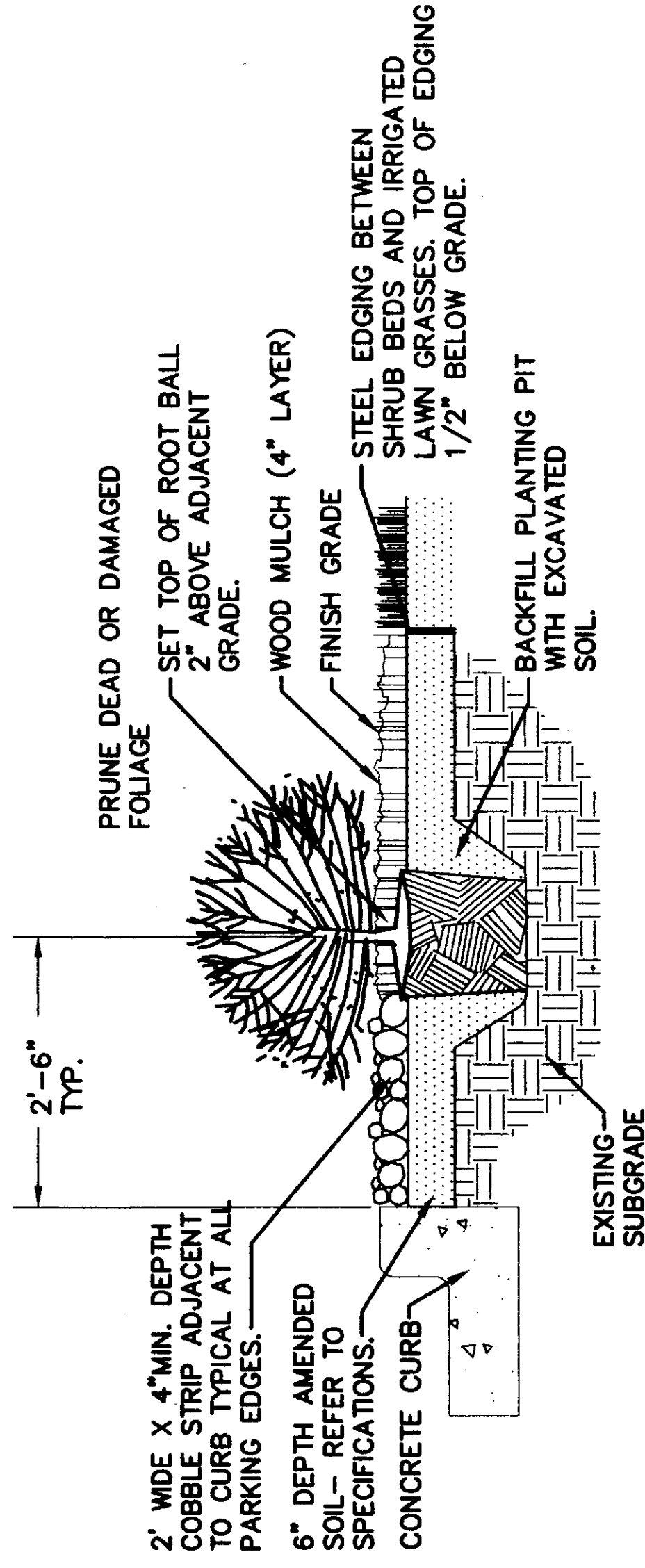
AMENDED SOIL  
 PRUNE DEAD OR DAMAGED FOLIAGE  
 SET TOP OF ROOT BALL 2" ABOVE ADJACENT GRADE.  
 WOOD MULCH (4" LAYER)  
 FINISH GRADE  
 BACKFILL PLANTING PIT WITH EXCAVATED SOIL. AMEND SOIL PRIOR TO PLANTING.  
 EXISTING SUBGRADE

**C** TYPICAL SHRUB PLANTING DETAIL  
N.T.S.



STAKE TREES WITH STEEL POST, SET VERTICALLY PLUMB, WIRE (SLIGHTLY TAUT), AND NYLON STRAPS.  
 WRAP TREES TO FIRST BRANCH IF PLANTED IN FALL. IF PLANTED IN SPRING DO NOT WRAP.  
 SET TREE ON COMPACTED SUBGRADE WITH TOP OF ROOTBALL 2" ABOVE ADJACENT GRADE.  
 PLACE A 48" DIA. X 4" DEPTH WOOD MULCH AT BASE OF TREE.  
 6" DEPTH AMENDED SOIL  
 ROUGHEN SIDES AND BOTTOM OF TREE PIT PRIOR TO SETTING  
 EXISTING SUBGRADE  
 REMOVE TOP 3/4 OF WIRE BASKET AND ALL OF BURLAP.

**B** DECIDUOUS TREE DETAIL  
N.T.S.



2" WIDE X 4" MIN. DEPTH COBBLE STRIP ADJACENT TO CURB TYPICAL AT ALL PARKING EDGES.  
 6" DEPTH AMENDED SOIL. REFER TO SPECIFICATIONS.  
 CONCRETE CURB  
 PRUNE DEAD OR DAMAGED FOLIAGE  
 SET TOP OF ROOT BALL 2" ABOVE ADJACENT GRADE.  
 WOOD MULCH (4" LAYER)  
 FINISH GRADE  
 STEEL EDGING BETWEEN SHRUB BEDS AND IRRIGATED LAWN GRASSES. TOP OF EDGING 1/2" BELOW GRADE.  
 BACKFILL PLANTING PIT WITH EXCAVATED SOIL.  
 EXISTING SUBGRADE

**D** SHRUB PLANTING AT CURB DETAIL  
N.T.S.

**PLANT LIST - WEST AND SOUTH PLAN**

SYBL	COMMON NAME / BOTANIC NAME	QUAN.	SIZE	REMARKS
APA	AUTUMN PURPLE ASH / FRAXINUS AMERICANA 'AUTUMN PURPLE'		2" CAL. 1-1/2' CAL.	B4B, STRAIGHT LEADER, FULL CROWN, 1ST BRANCH 4 MIN. HT.
BRAD	BRADFORD PEAR / PYRUS CALLERYANA 'BRADFORD'		5'-6" HT.	B4B STRAIGHT LEADER, FULL CROWN
CS	COLORADO SPRUCE / PICEA RUNGENS		2' CAL.	B4B FULL & BUSHY
GL	GREENSPIRE LINDEN / TILIA CORDATA 'GREENSPIRE'		2' CAL.	B4B STRAIGHT LEADER, FULL CROWN, 1ST BRANCH 4' MIN. HT.
LC	LANCELEAF COTTONWOOD / POPULUS ALGINATA		2' CAL.	B4B STRAIGHT LEADER, FULL CROWN, 1ST BRANCH 4' MIN. HT.
NY	NORWAY MAPLE / ACER PLATANOIDES		2' CAL.	B4B STRAIGHT LEADER, FULL CROWN, 1ST BRANCH 4' MIN. HT.
RO	RED OAK / QUERCUS RUBRA		5'-6" HT.	B4B FULL & BUSHY
PP	PONDEROSA PINE / PINUS PONDEROSA		2' CAL.	B4B STRAIGHT LEADER, FULL CROWN
RO	RED OAK / QUERCUS RUBRA		1-1/2' CAL.	B4B STRAIGHT LEADER, FULL CROWN
SA	SUMMIT ASH / FRAXINUS PENNSYLVANICA LANCEOLATA 'SUMMIT'		1-1/2' CAL.	B4B STRAIGHT LEADER, FULL CROWN
SH	SKYLINE HONEYLOCUST / GLIEDITSIA TRI. 'NERITIS SKYLINE'			B4B, STRAIGHT LEADER, FULL CROWN
SHRUBS:				
AJ	ANDORRA JUNIFER / JUNIPERUS HORIZONTALIS 'ANDORRA'		18-24" SPREAD	
FS	FROEBEL SPIRAEA / SPIRAEA BUHALDA 'FROEBEL'		12-18" HT. 5 CANES MIN.	
HJ	HUGHES JUNIFER / JUNIPERUS HORIZONTALIS 'HUGHES'		18-24" SPREAD	
MUP	MCKAY'S WHITE POTENTILLA / POTENTILLA FRUTICOSA 'MCKAY'S WHITE'		12-18" HT. 5 CANES MIN.	
TJ	TAMMY JUNIFER / JUNIPERUS SABINA 'TAMMY'		18-24" SPREAD	
BULBS:				
	KING ALFRED DAFFODIL		5 GAL.	
	MENTON TULIP (APRICOT / ROSE COLOR)		CONT.	
			DN II	
			LARGE	

**LANDSCAPE NOTES:**

- 1) ALL STAKING AND GUYING OF TREES SHALL REMAIN ON TREES THROUGH THE TWO-YEAR WARRANTY PERIOD.
- 2) REFER TO PLAN SHEET 01050 AND 01152 FOR LAWN SEEDING LIMITS. REFER TO SPECIFICATIONS FOR SEED TYPES AND INSTALLATION.
- 3) ALL SHRUB BEDS SHALL RECEIVE A MIN. 4" DEPTH WOOD MULCH. REFER TO SPECIFICATIONS.

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 Landscape Architecture  
 Urban Design  
 Communications Graphics  
 Planning  
 1401 Blake St. Suite 202  
 Denver, Colorado 80202  
 (303) 893-8835  
 FAX 893-8784



FOUNTAIN SCHOOL DISTRICT #1  
 NEW FORT COLLINS  
 HIGH SCHOOL  
 FORT COLLINS  
 COLORADO

date: 4/30/93  
 drawn by: BT/ST  
 revision:  
 project no:  
 revision no:  
 sheet:  
 of:  
 cad file: 01V51.DWG

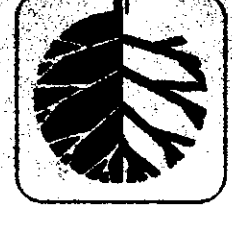
LANDSCAPE DETAILS  
 WEST AND SOUTH PLAN

project no:  
 revision no:  
 sheet:  
 of:





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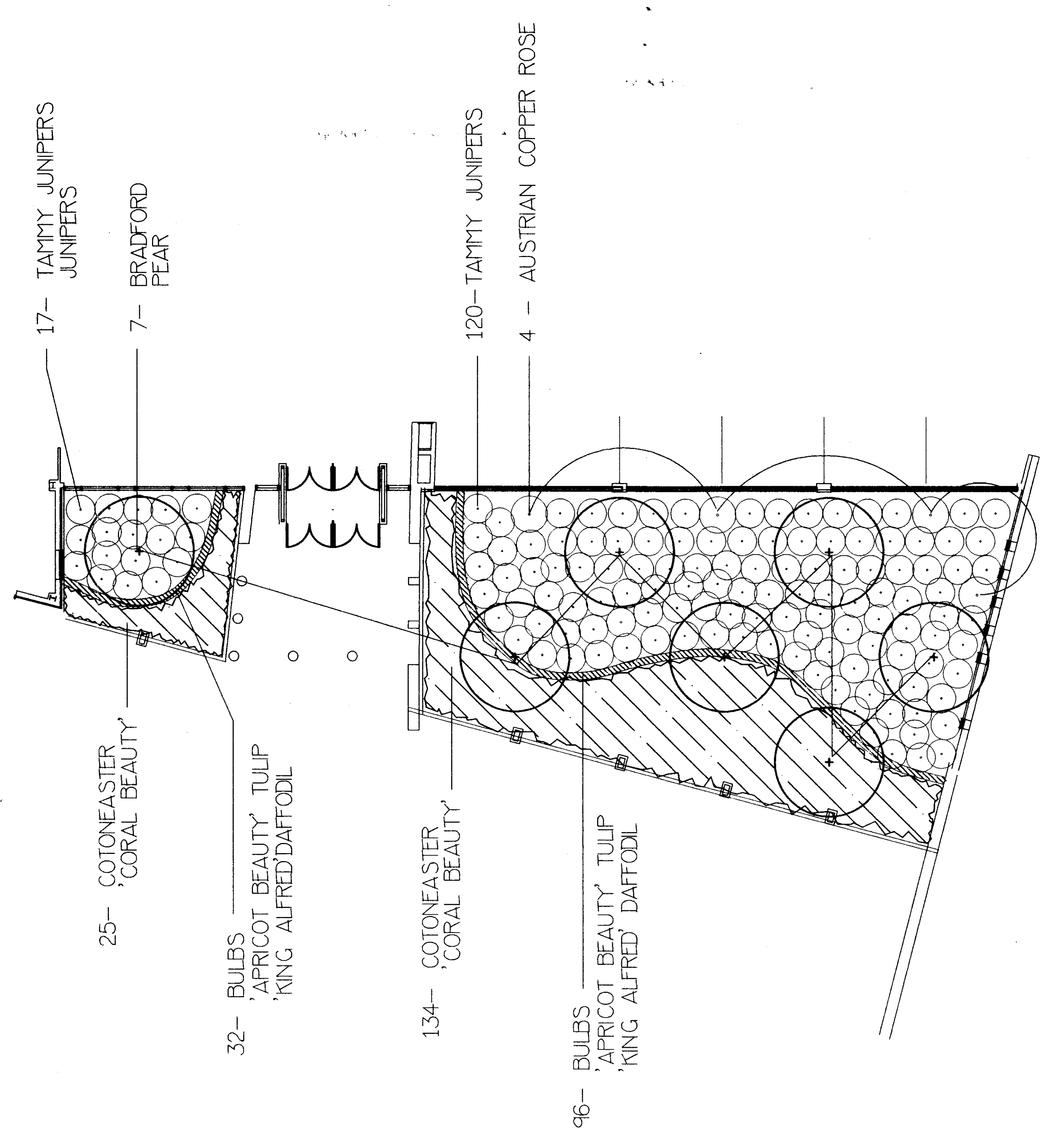


POUDRE SCHOOL DISTRICT #1  
 NEW FORT COLLINS  
 HIGH SCHOOL  
 FORT COLLINS  
 COLORADO

revision:	
date:	
drawn by:	
cod file:	01152.DWG

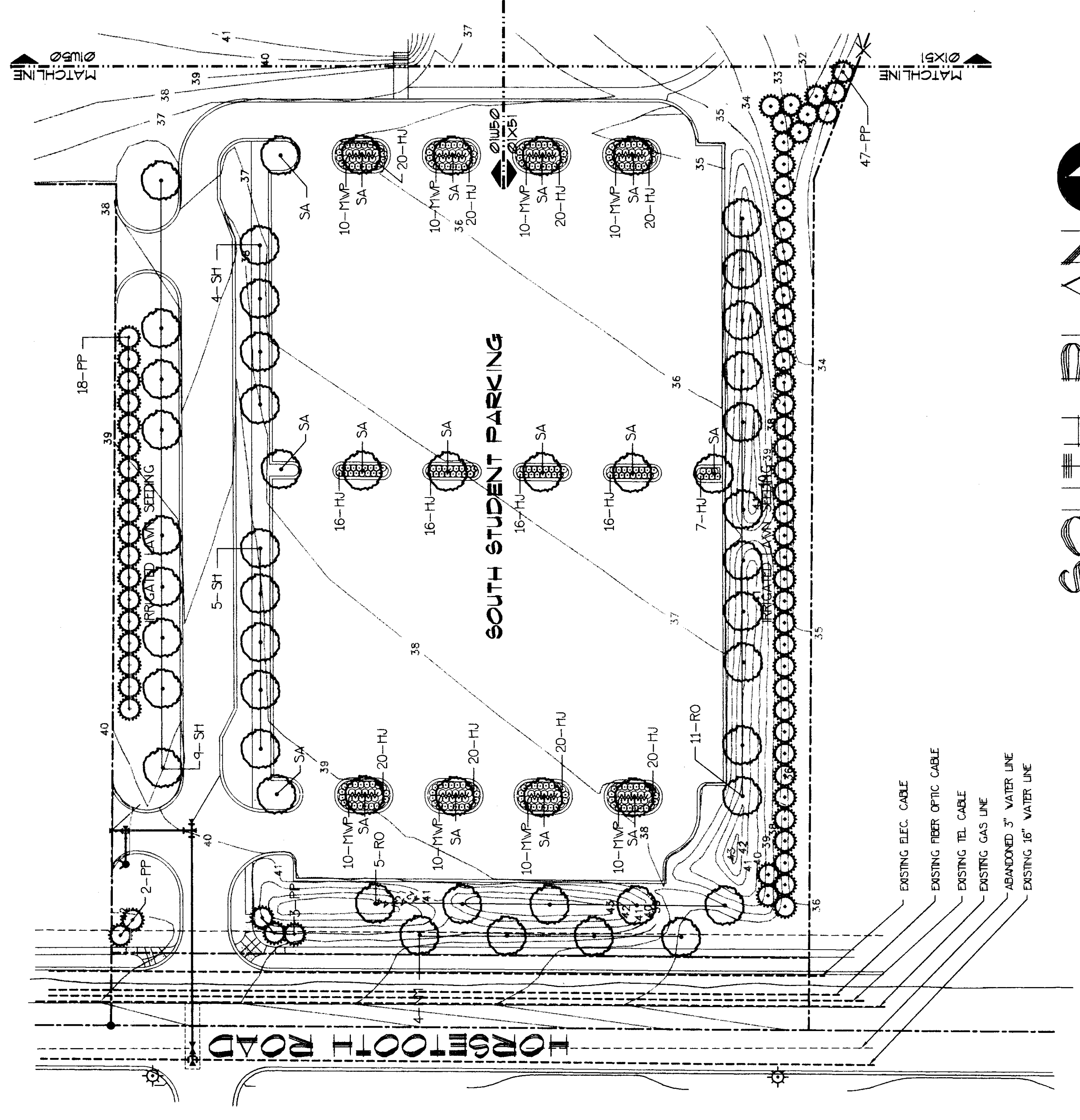
LANDSCAPE PLAN

project no.:	
revision no.:	
sheet:	
of:	



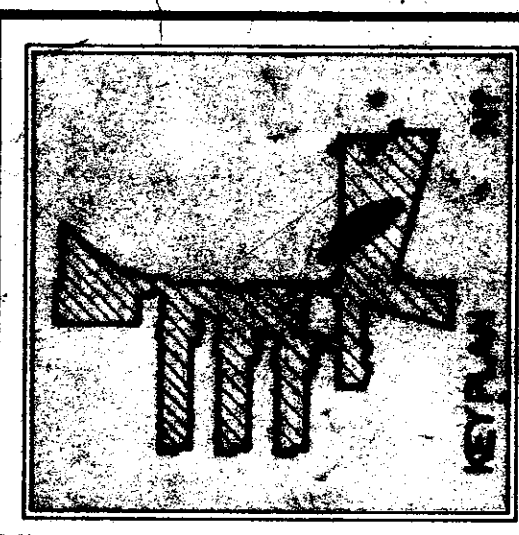
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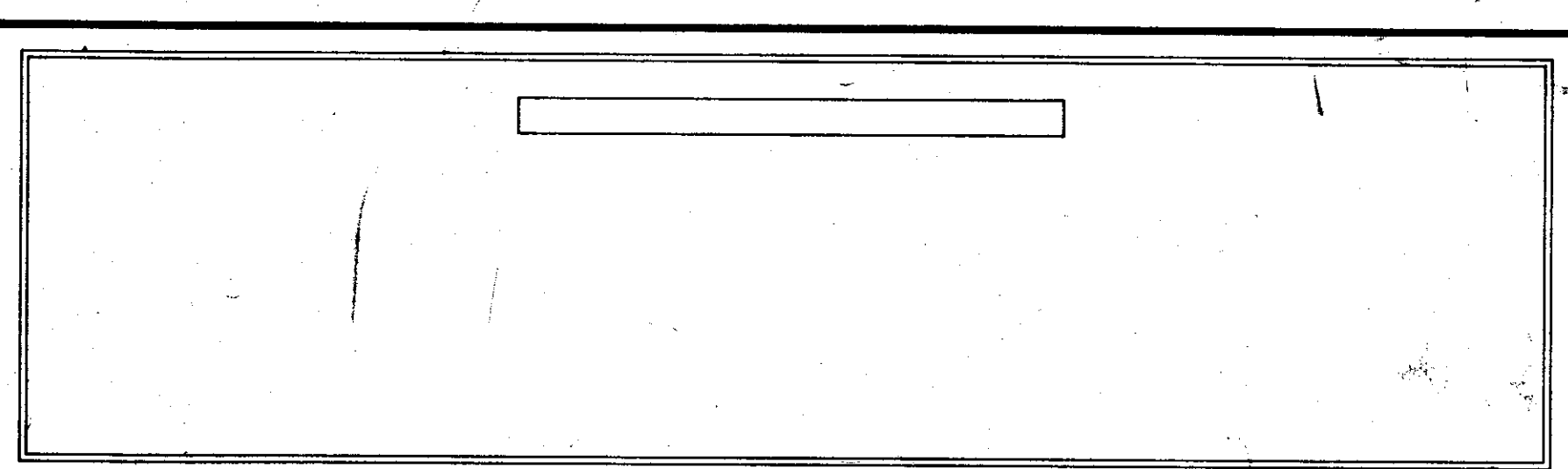


NOTE: REFER TO SHEET 01V51 FOR LANDSCAPE NOTES, DETAILS AND PLANT LIST.



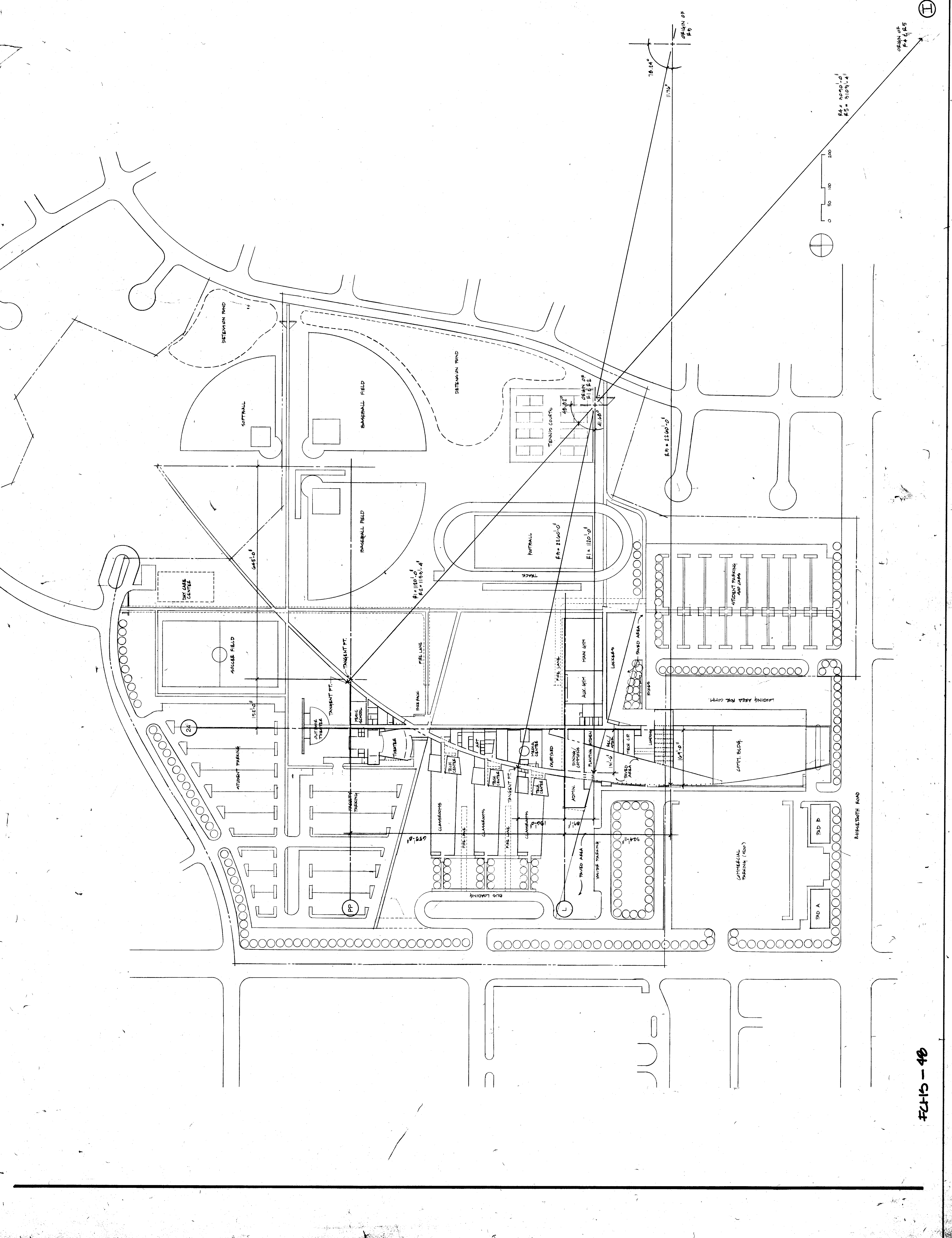


ARCHITECTURAL HORIZONS  
4730 S. COLLEGE SUITE 206 FORT COLLINS, CO 80525  
(303) 225-2704  
with Perkins & Will



Project no: 1-1-1  
Sheet: 1-1-1  
SITE PLAN

date: \_\_\_\_\_  
cod file: \_\_\_\_\_  
drawn by: \_\_\_\_\_  
revisions: \_\_\_\_\_

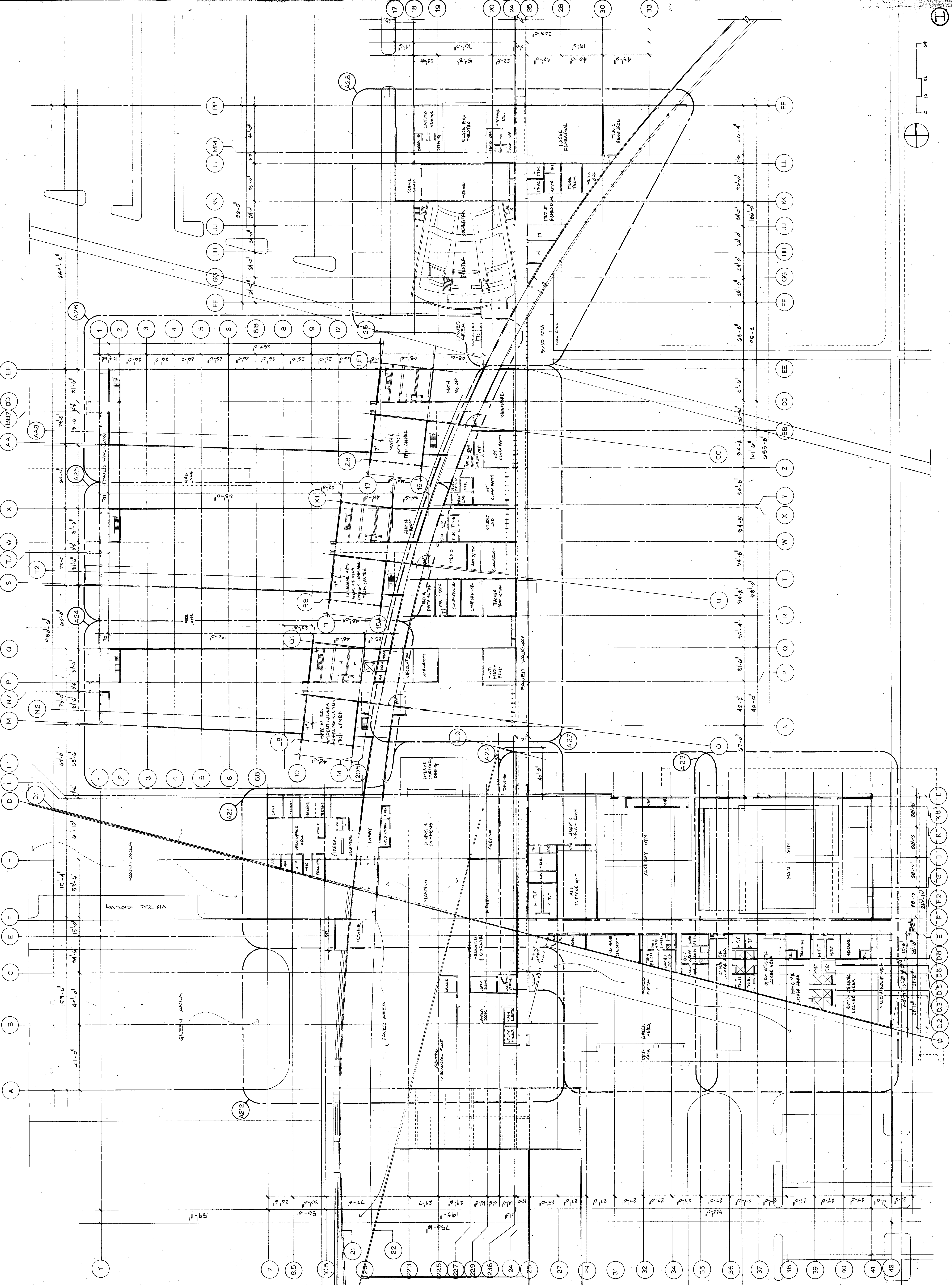




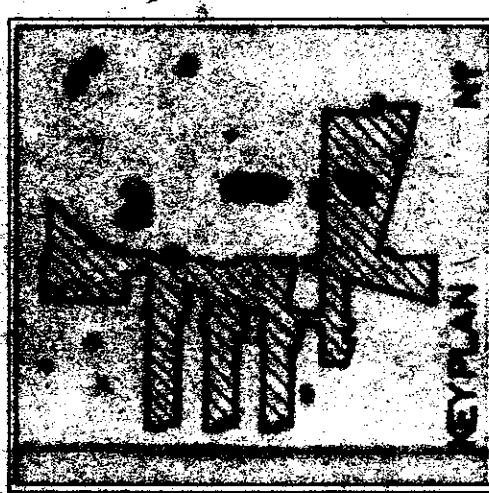
FIRST FLOOR PLAN

Revisions table with columns for date, description, and initials.

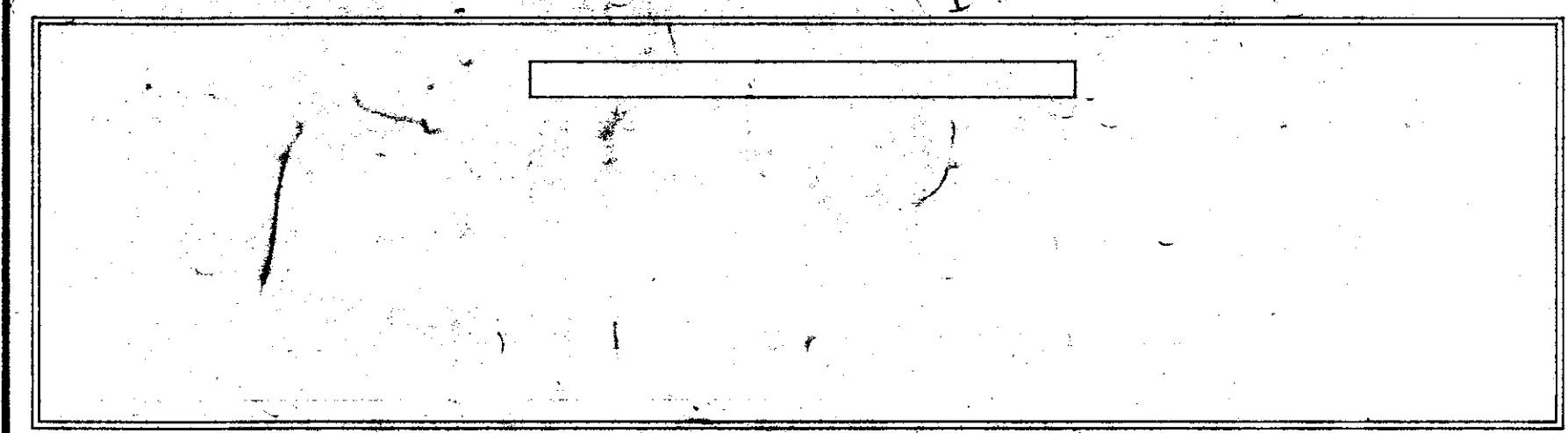
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ARCHITECTURAL HORIZONS  
 420 S. COLLEGE AVENUE SUITE 200 FORT COLLINS, CO 80526  
 (303) 225-2704  
 with Perkins & Will

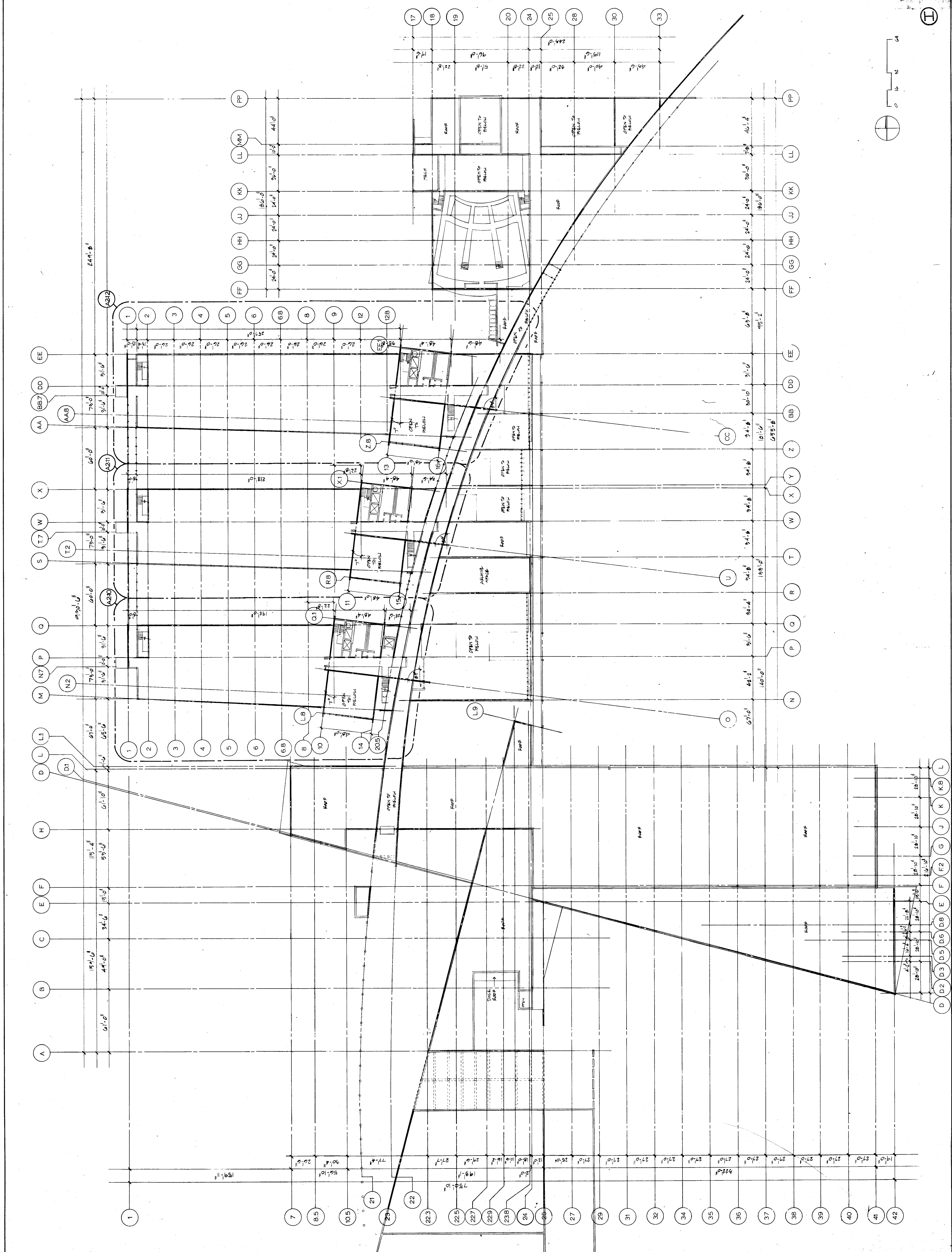


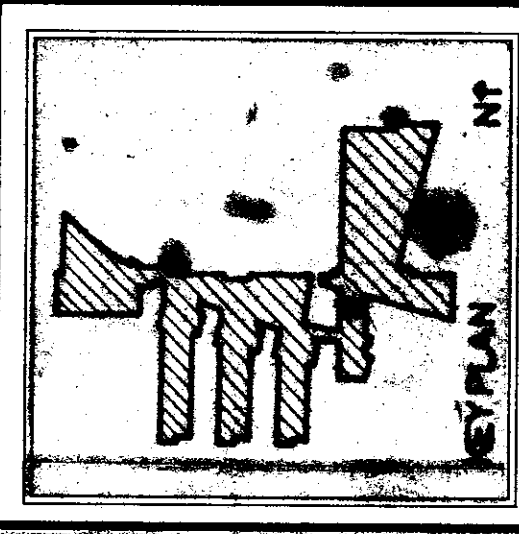
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DATE:	
DRAWN BY:	
DATE:	JULY 16, '92

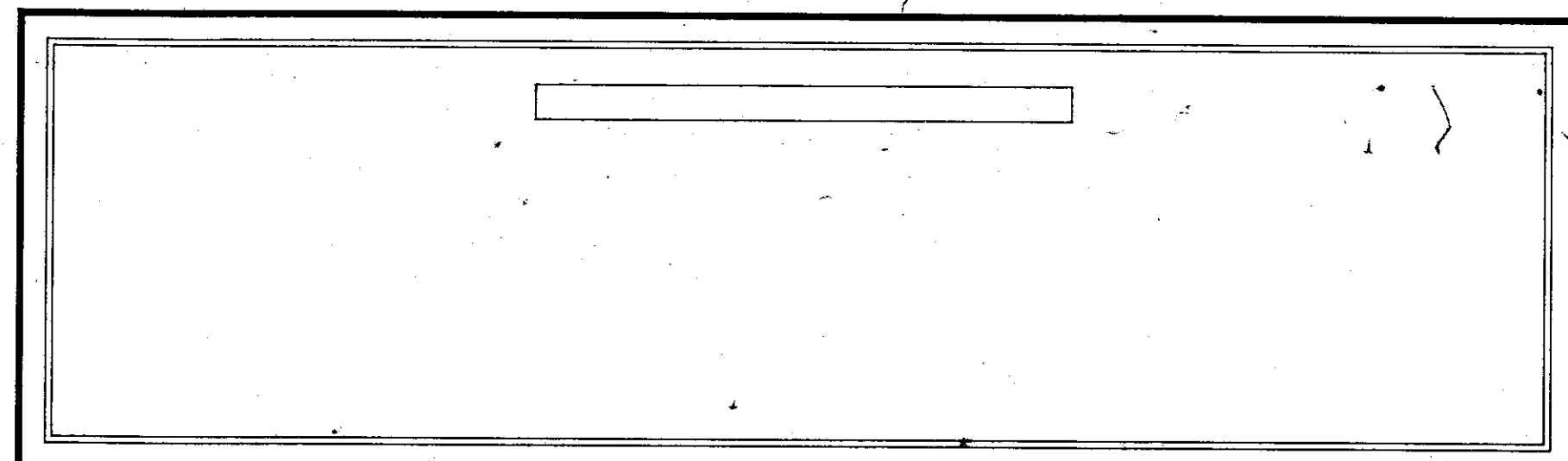
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 of





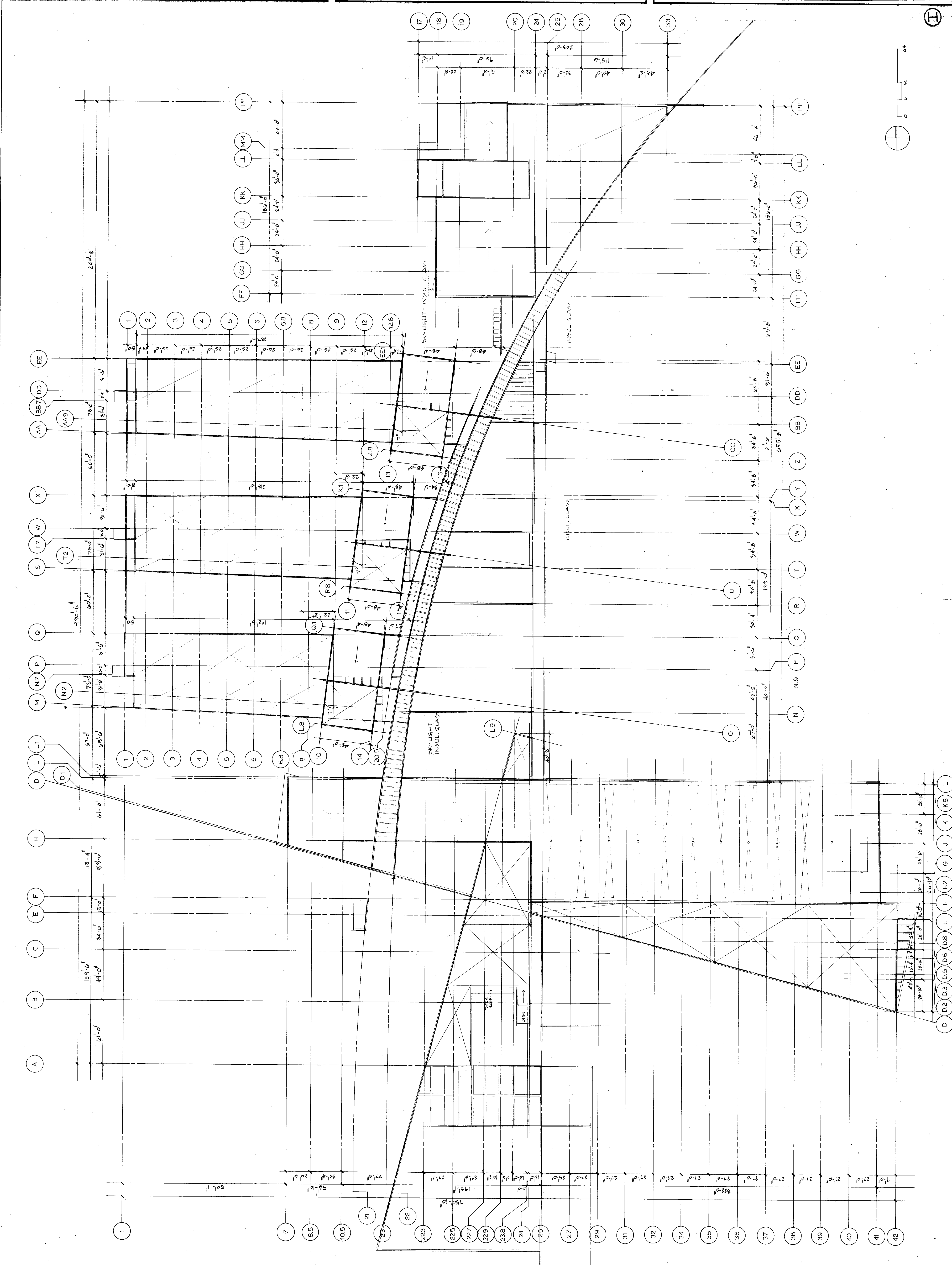
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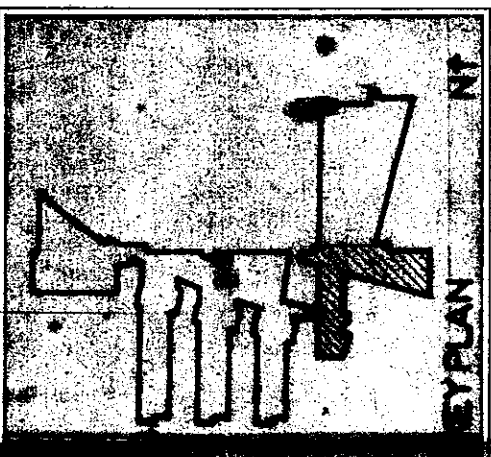
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drawn by:  
date:  
cod file:

ROOF PLAN

Project no:  
sheet of  
II







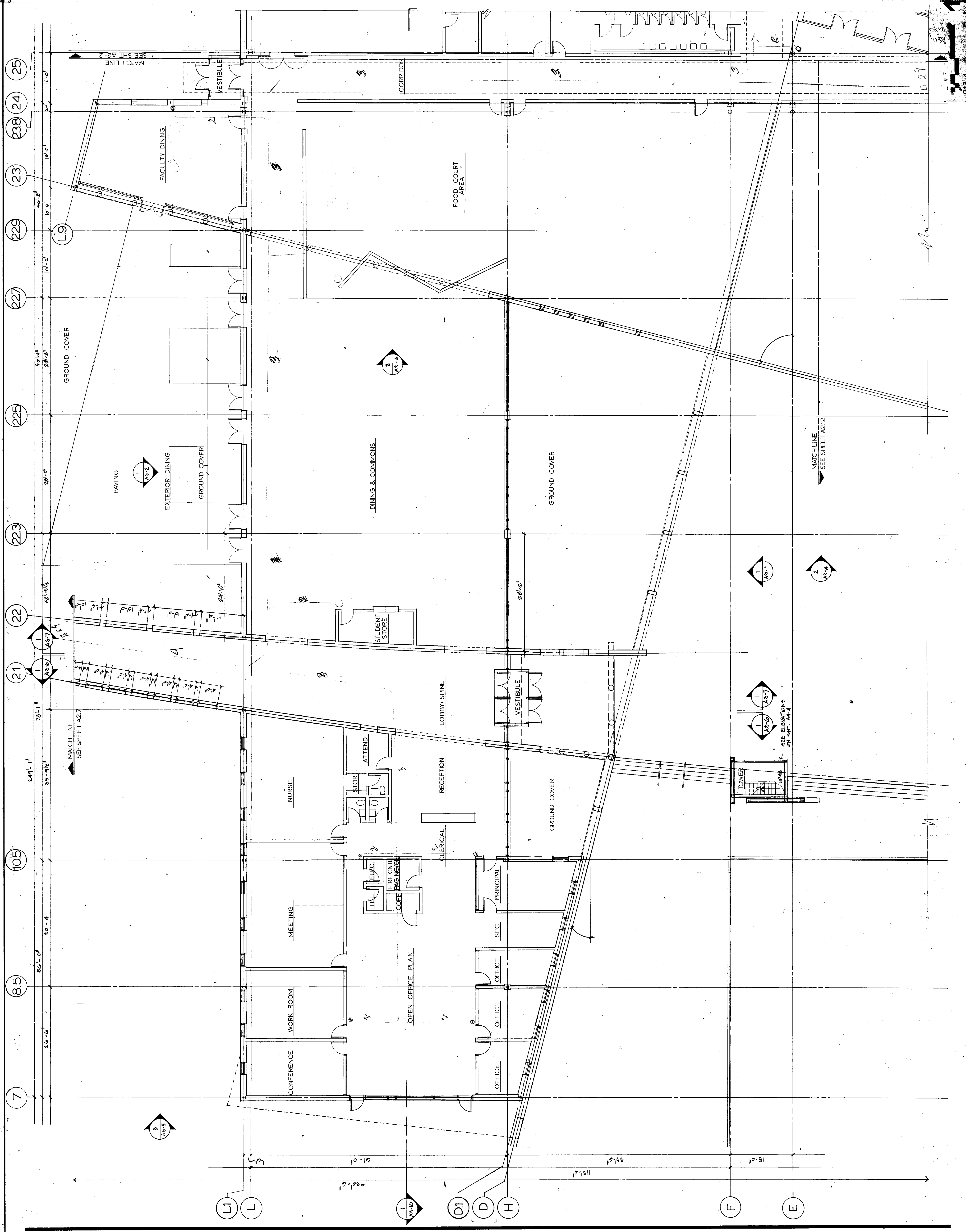
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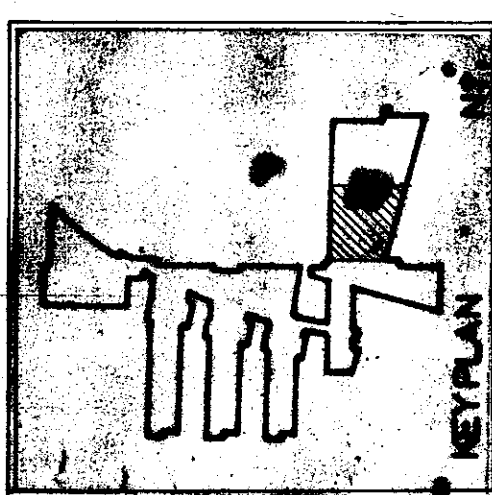
NO.	DATE	BY	REVISIONS

FIRST FLOOR PLAN  
 ADMINISTRATION / DINING /  
 COMMONS

Project no:  
 Sheet:  
 A21







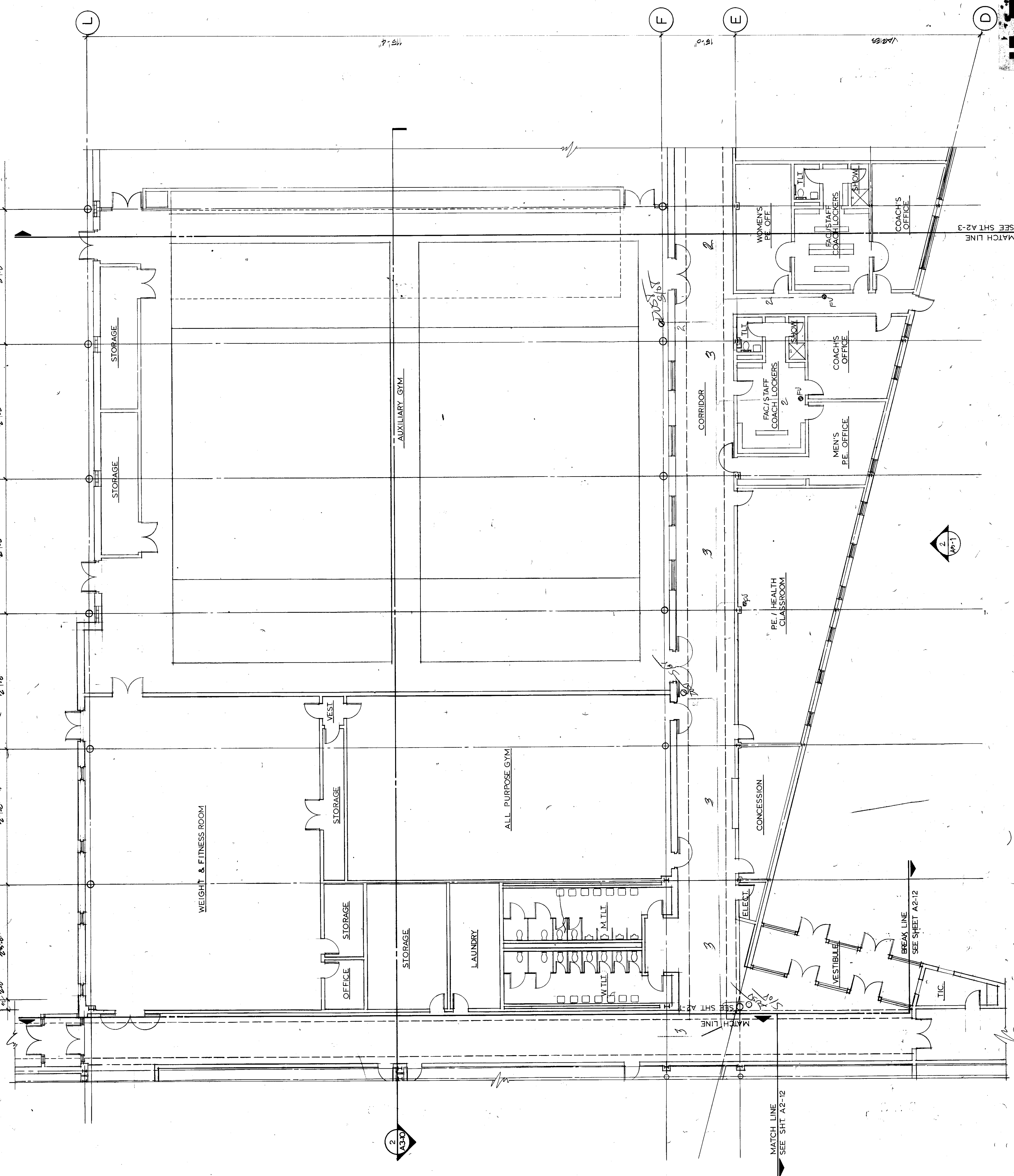
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REVISIONS	DATE	BY	APP'D

PROJECT NO: A2-2  
 SHEET OF 15  
 FIRST FLOOR PLAN  
 AUXILIARY GYM

DATE: 7.31.92  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]



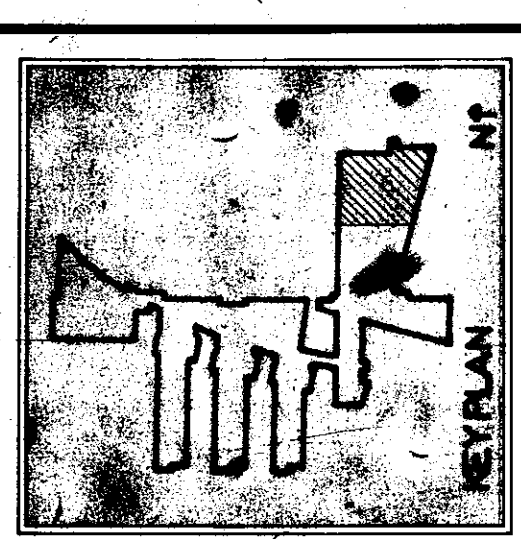
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2  
 NPT

BREAK LINE  
 SEE SHEET A2-12

MATCH LINE  
 SEE SHT A2-12

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 NPT

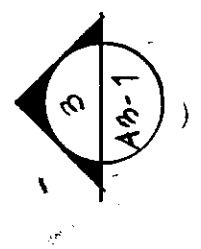
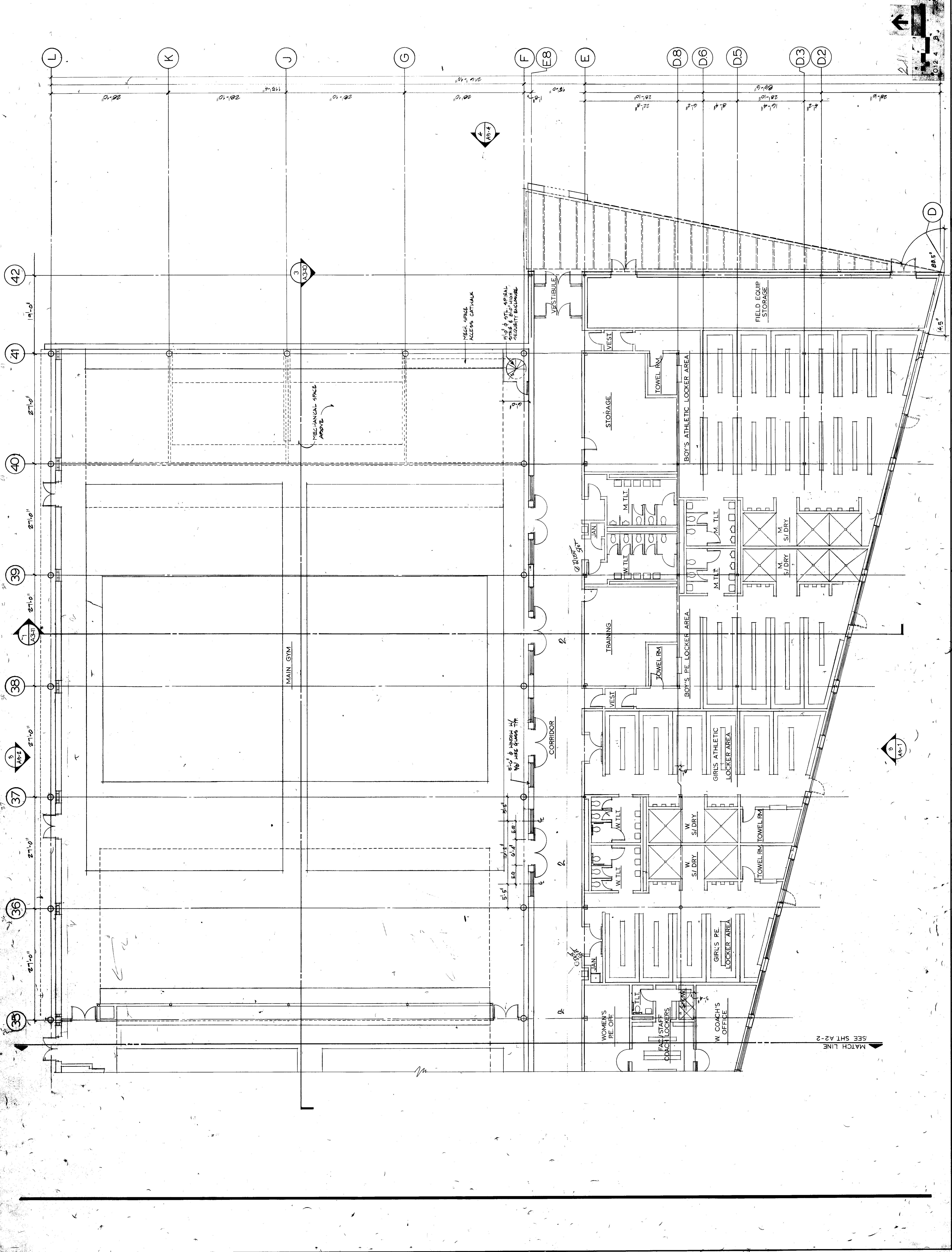


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 Fort Collins, Colorado

Project no: **A2-3**  
 of: **17**  
 Street: **1017 A B**

date: 7/21/92  
 cod file:  
 drawn by:  
 revisions:



MATCH LINE  
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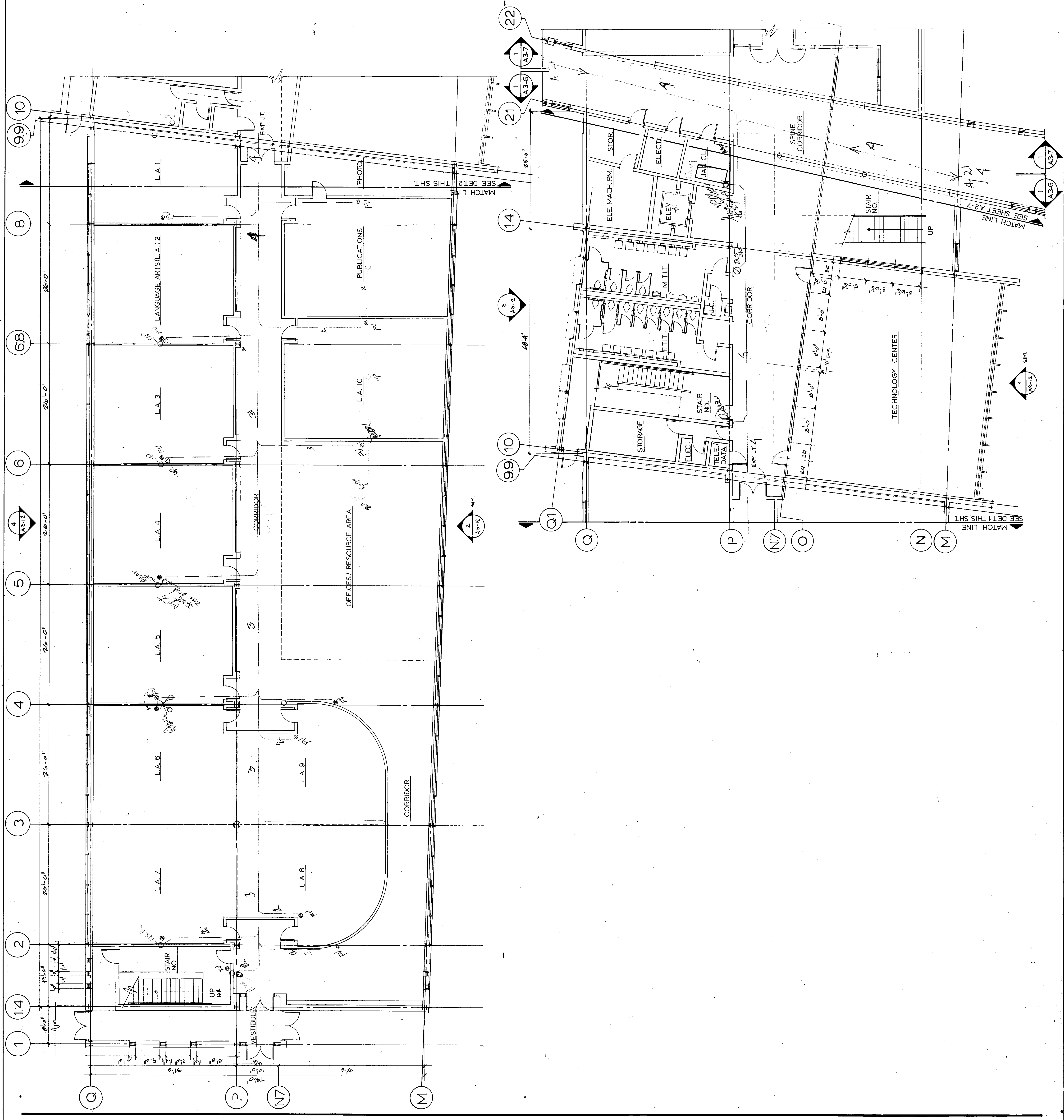


FIRST FLOOR PLAN  
 ACADEMIC WING A

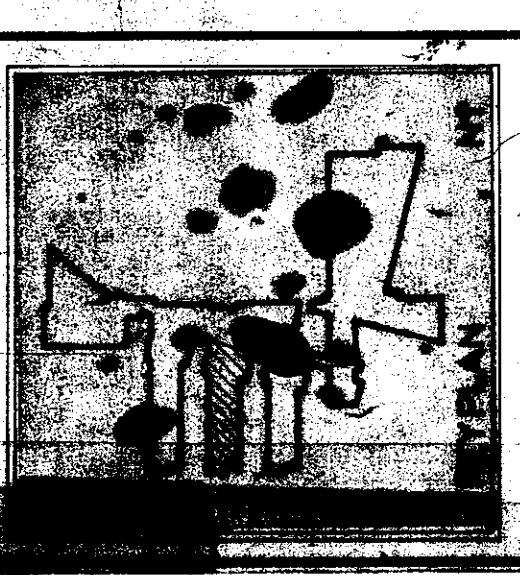
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drawn by:	
revisions:	

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ARCHITECTURAL HORIZONS  
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16 9/16  
 1 1/2



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4730 S. COLLEGE BLVD. FORT COLLINS, CO 80525  
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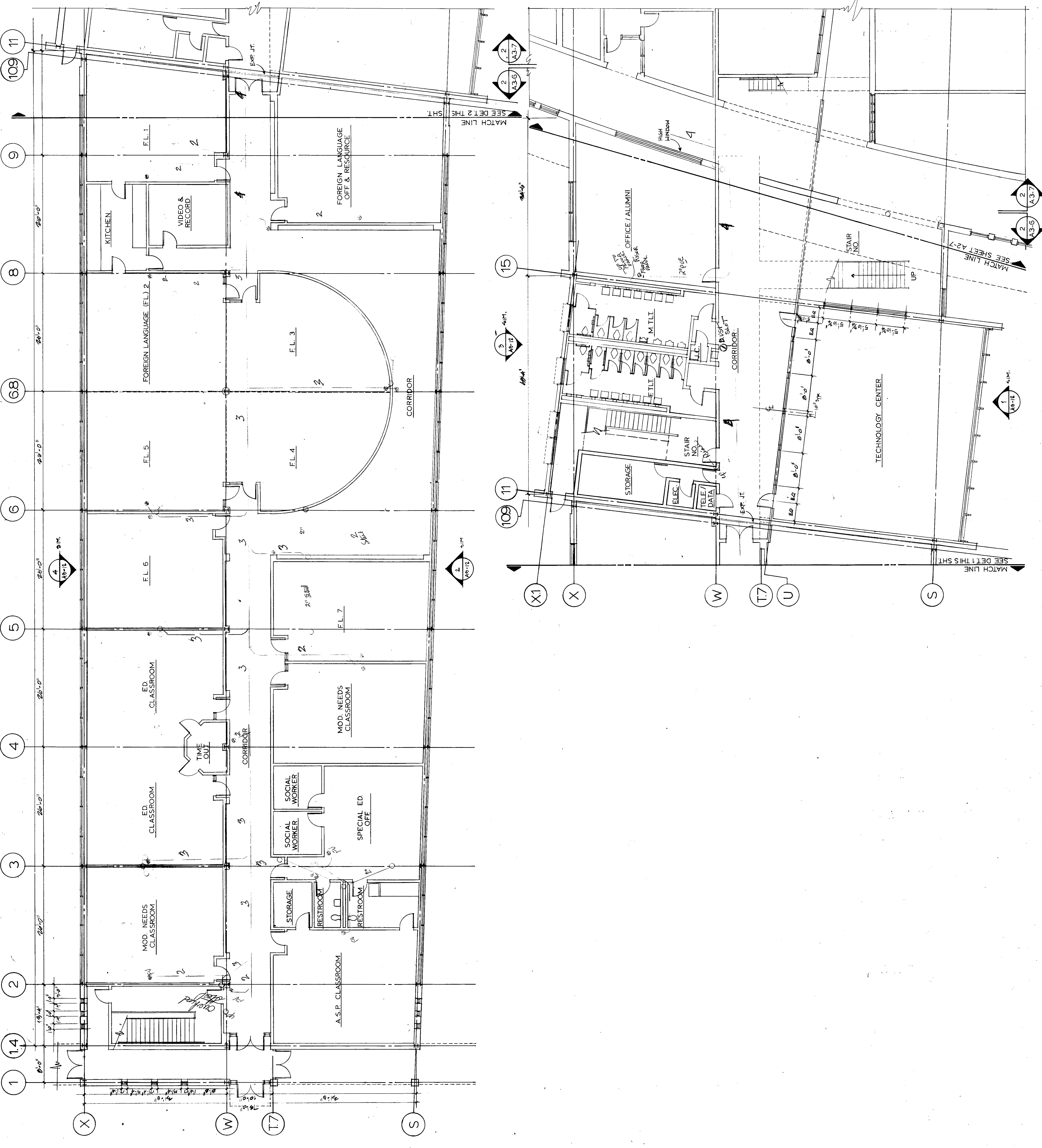
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FIRST FLOOR PLAN  
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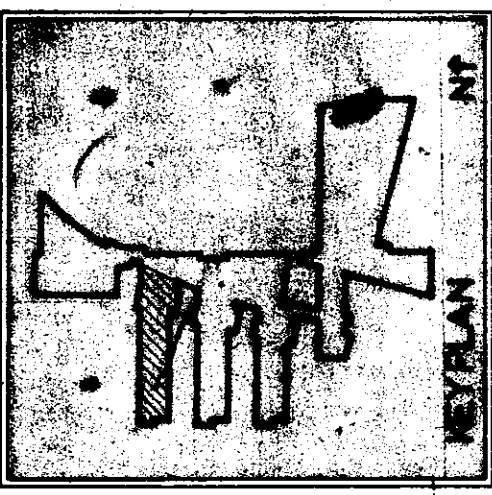
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012.4 8 36

- Place Light Fixture
- - up to above
- ⊙ DUST SLOT

14 01/72







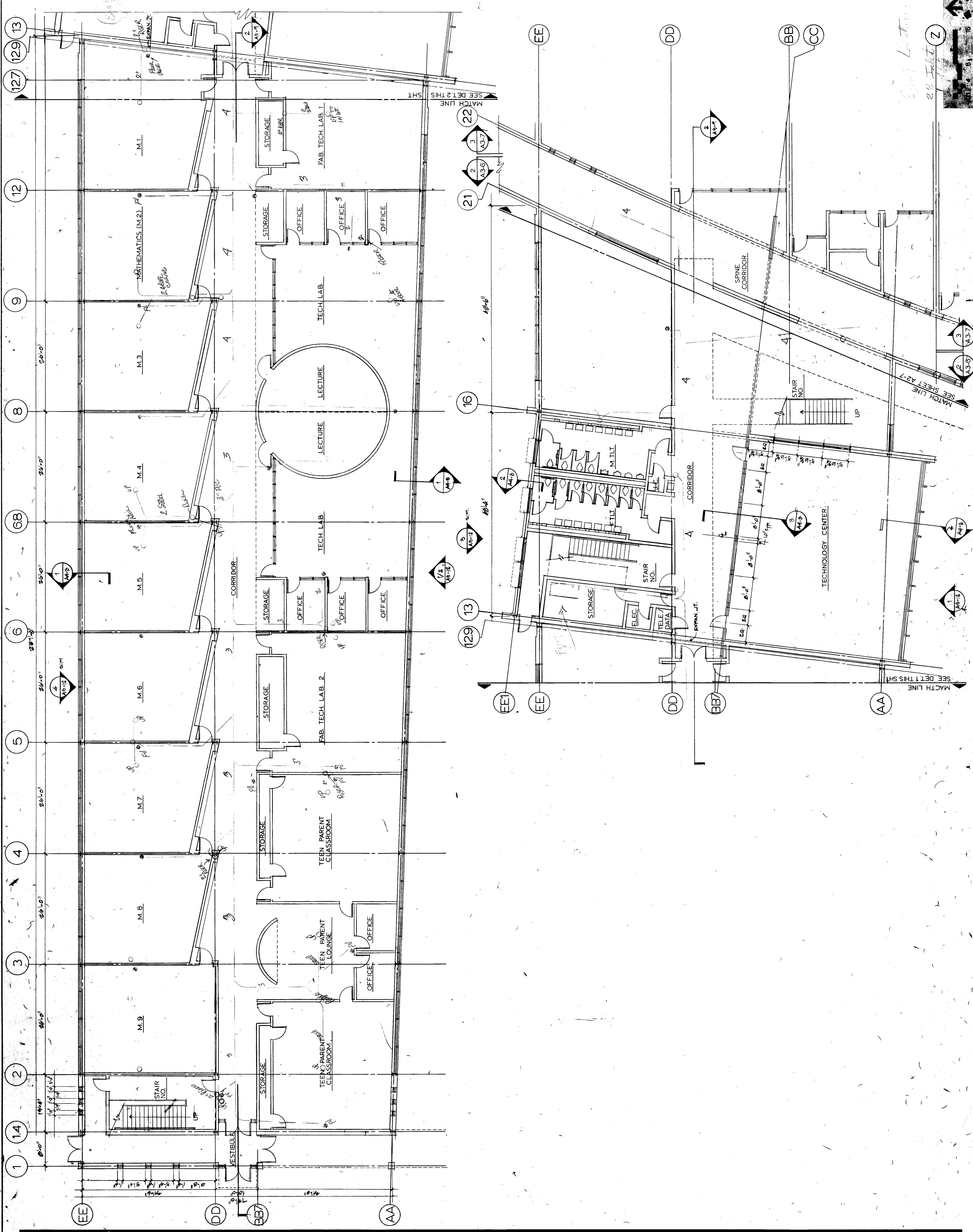
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4730 S. COLLEGE AVENUE SUITE 208 FORT COLLINS, CO 80526  
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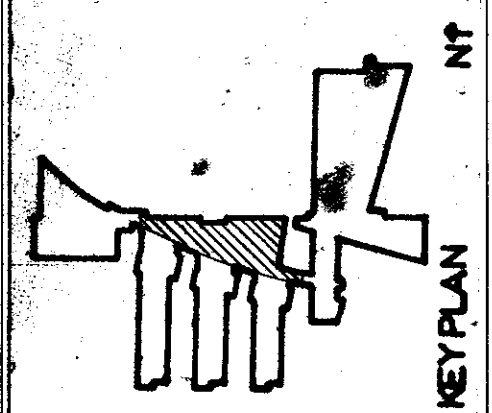
New Fort Collins High School  
Fort Collins, Colorado

Project no: A2-6  
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FIRST FLOOR PLAN C  
ACADEMIC WING C

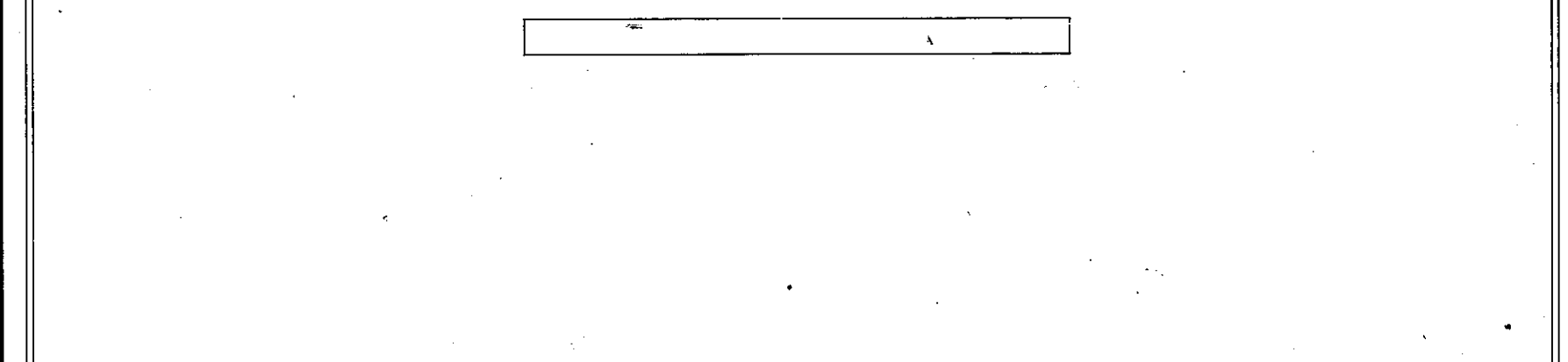
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revisions





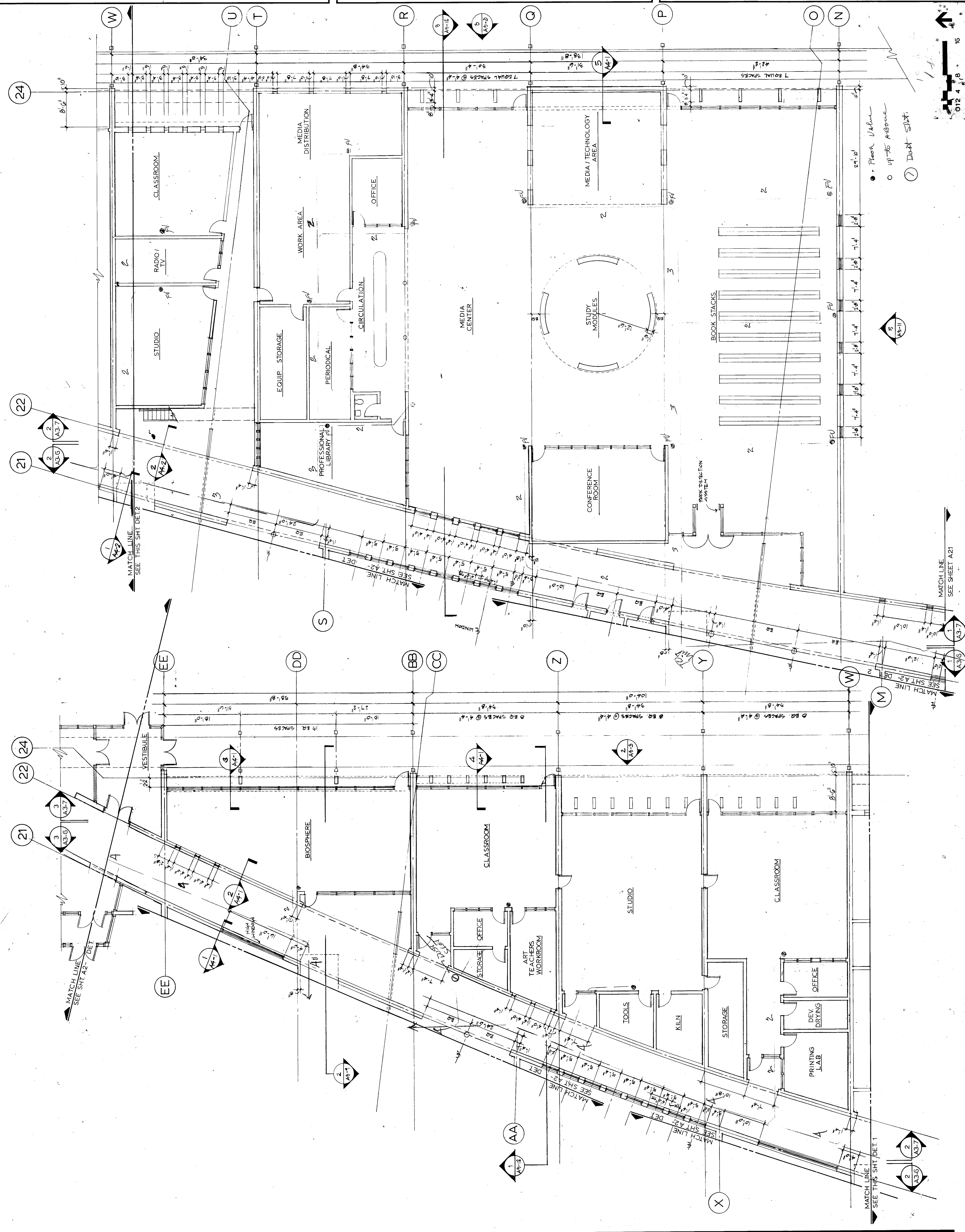
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drawn by:  
date: 7/2/92  
cod file:

FIRST FLOOR PLAN  
LIBRARY / ART / SHARED  
FACILITIES

sheet: A27  
project no:



- Floor Value
- up to Above
- ⑦ Duct Size

MATCH LINE  
SEE SHEET A21

MATCH LINE  
SEE THIS SHT / DET 1

MATCH LINE  
SEE SHT A2 - DET

MATCH LINE  
SEE THIS SHT / DET 2

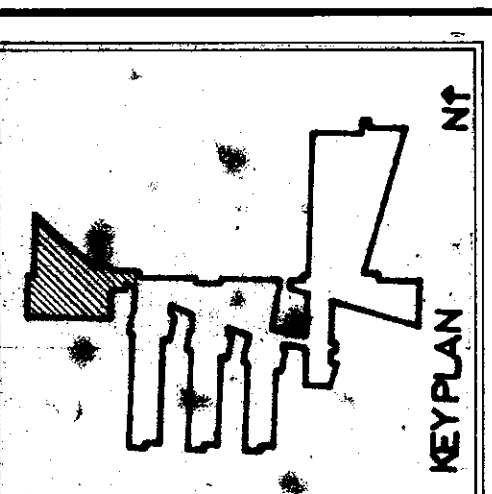
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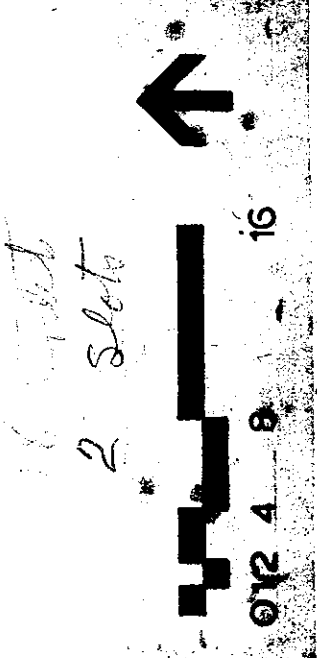
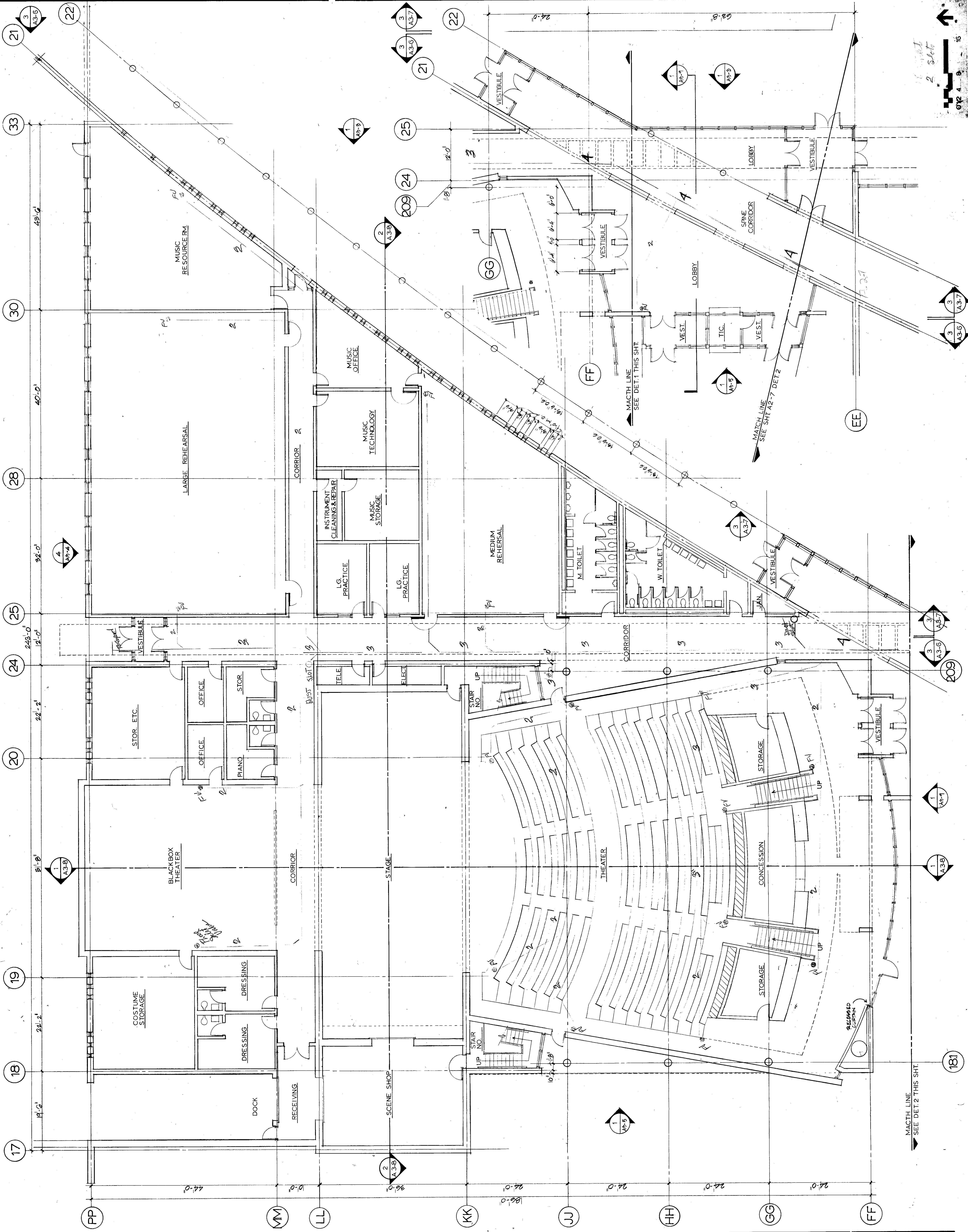




ARCHITECTURAL HORIZONS 4700 S. COLLEGE SUITE 206 FORT COLLINS, CO 80525  
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Project no: **A2-8**  
 Sheet: **1**  
 FIRST FLOOR PLAN  
 PERFORMING ARTS CENTER  
 date: 7.31.02  
 cad file:  
 drawn by:  
 revisions:



MATCH LINE  
 SEE DET 2 THIS SHT.

MATCH LINE  
 SEE DET 1 THIS SHT.

MATCH LINE  
 SEE SHT A2-7 DET 2

MATCH LINE  
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 SEE SHT A2-7 DET 2

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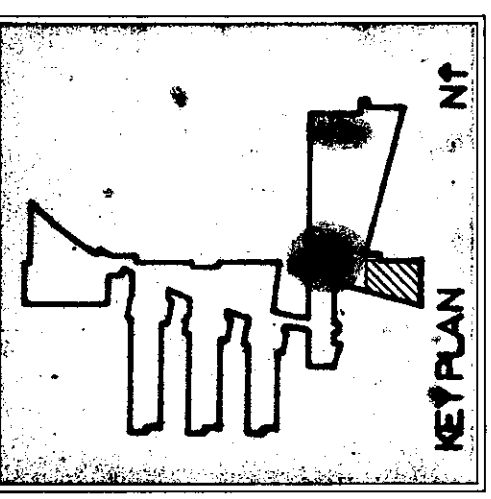
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MATCH LINE  
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4730 S. COLLEGE BLVD. SUITE 208 FORT COLLINS, CO 80525  
(303) 225-2704

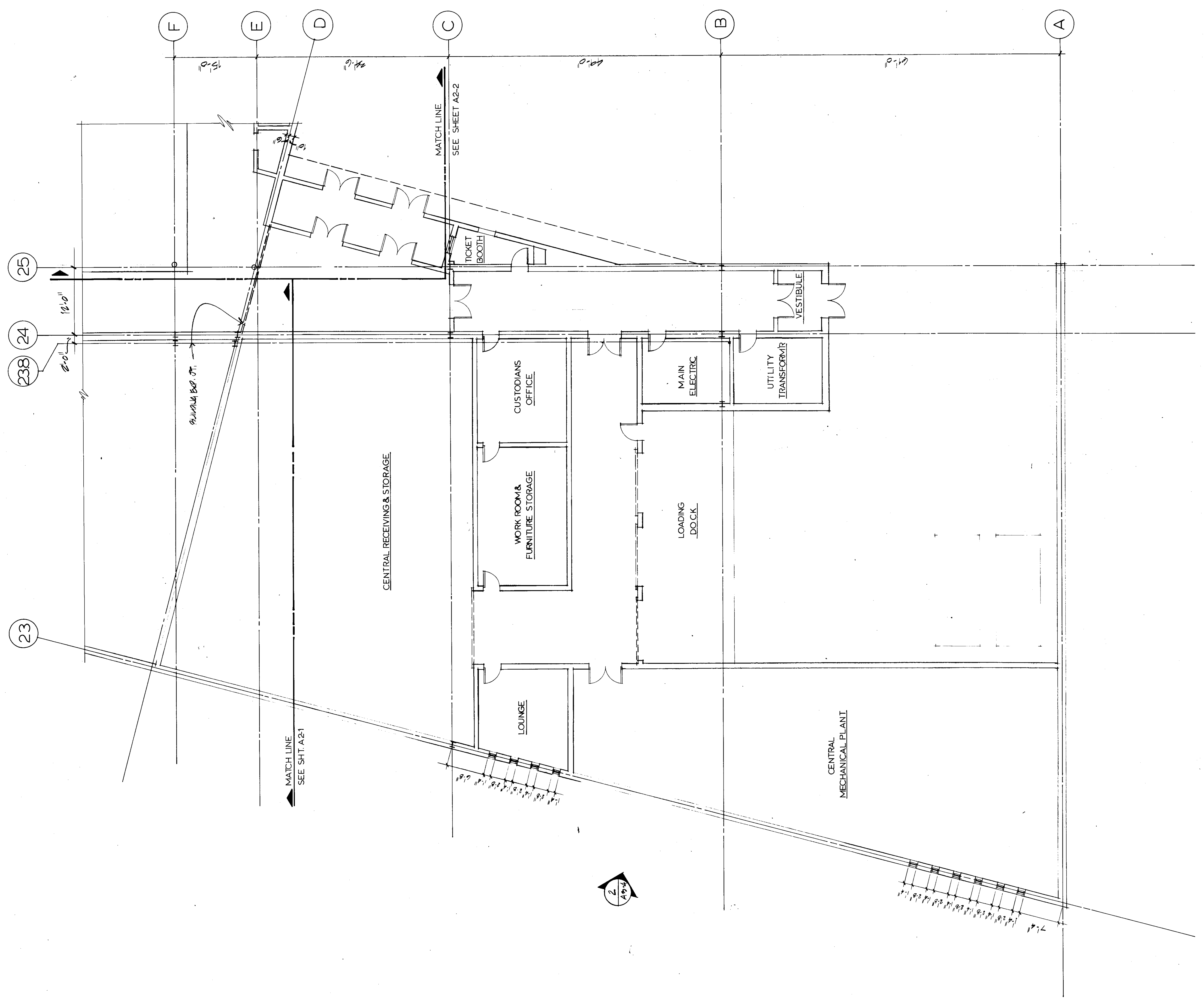
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Fort Collins, Colorado

date:	7/21/12
drawn by:	
revisions:	

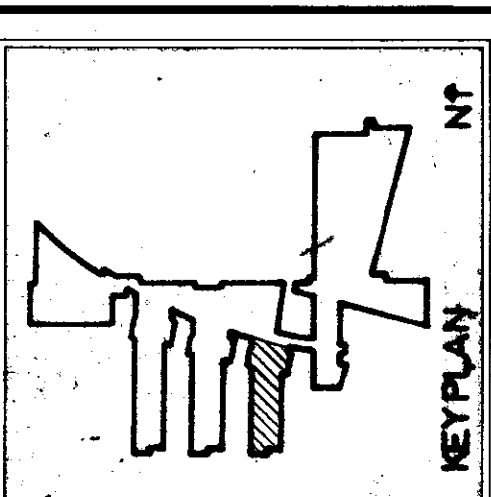
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SHEET: A2-9  
SERVICE WING / LOADING DOCK

012 4 8  
A2-9



012 4 8  
A2-9





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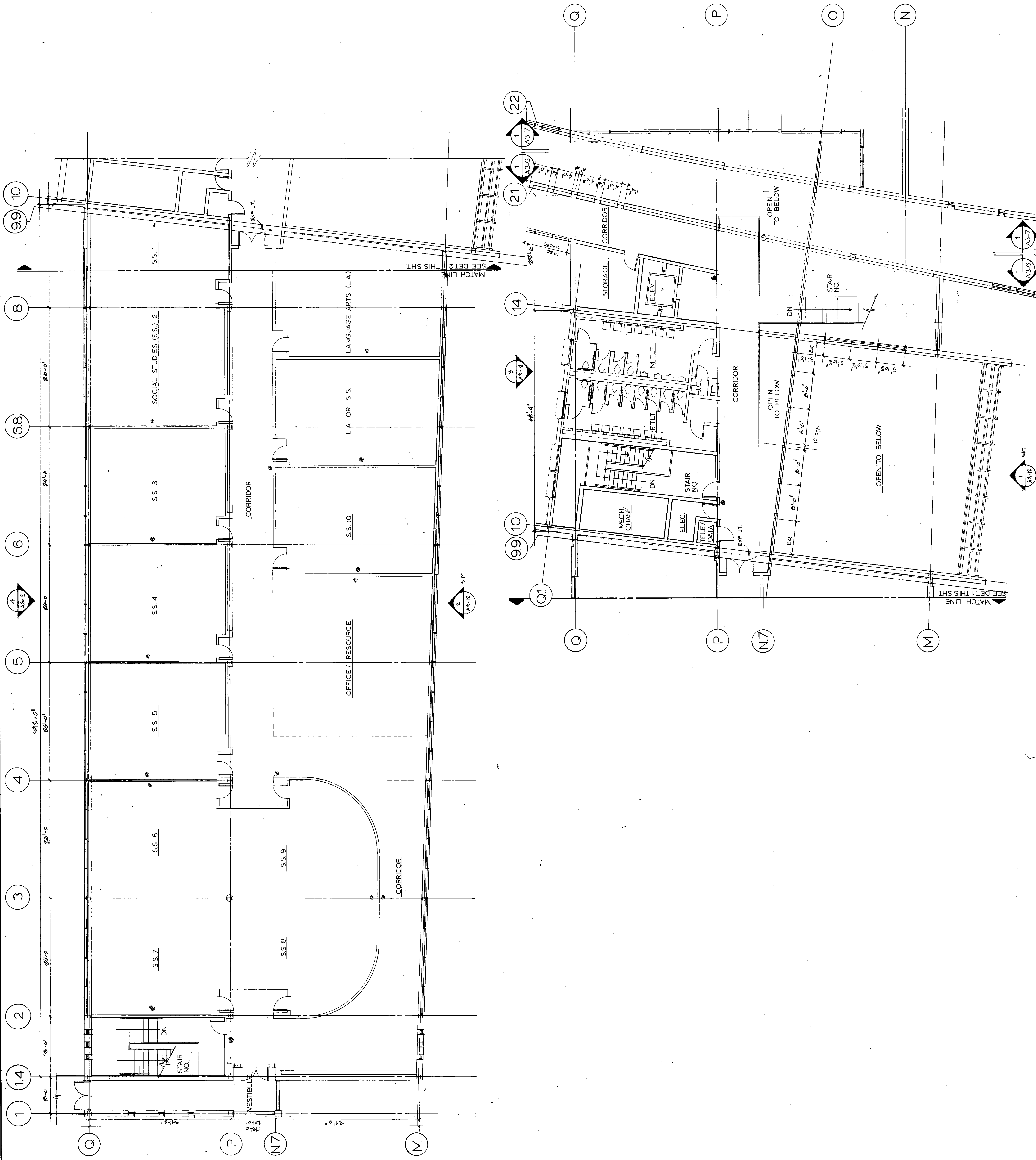
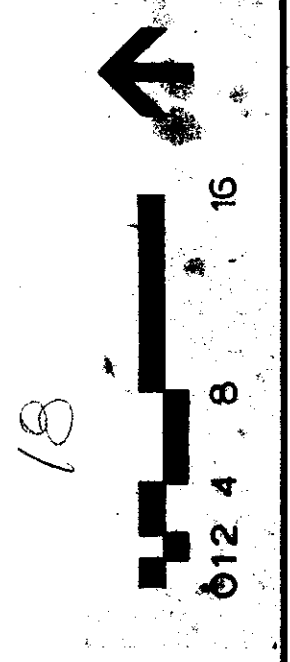
New Fort Collins High School  
Fort Collins, Colorado

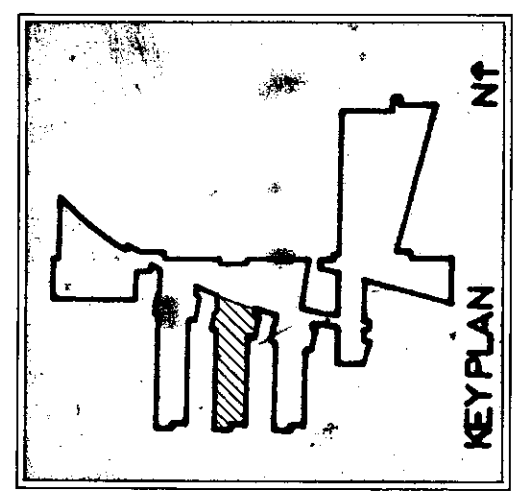
NO.	DATE	BY	REVISIONS
1	1/24/12		

code file:  
drawn by:

SECOND FLOOR PLAN  
ACADEMIC WING A

Project no: A2-10  
Sheet: A3-5





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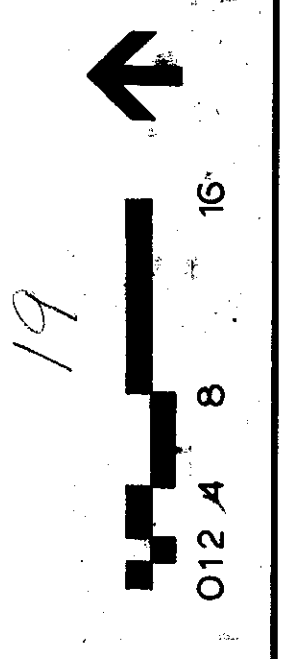
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Fort Collins, Colorado

NO.	DATE	BY	REVISIONS

SECOND FLOOR PLAN  
ACADEMIC WING B

Project no: A2-11  
sheet: 012 A 8 16

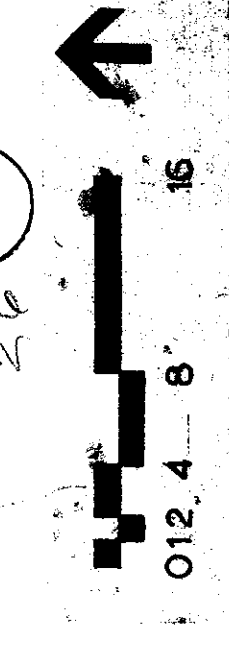
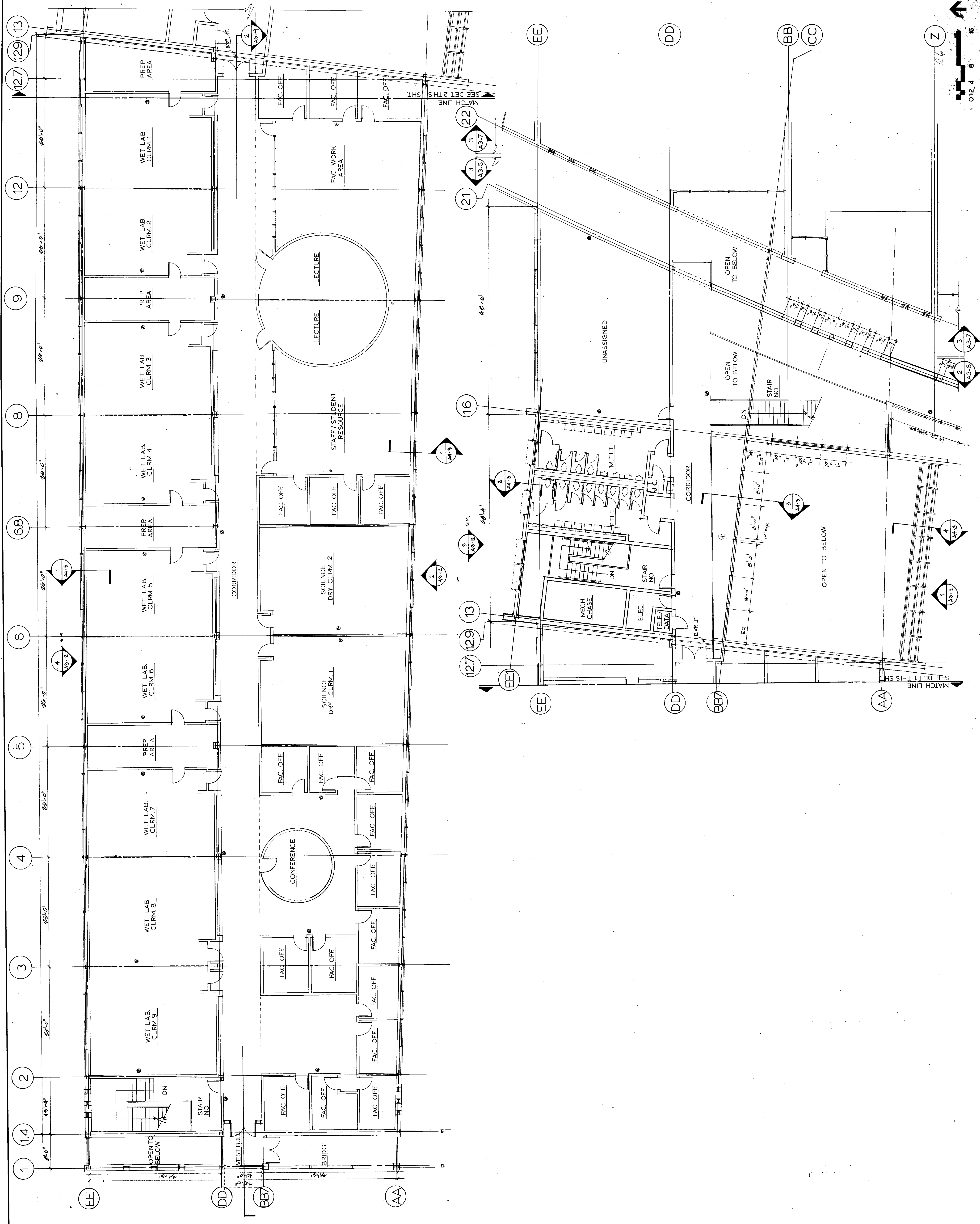
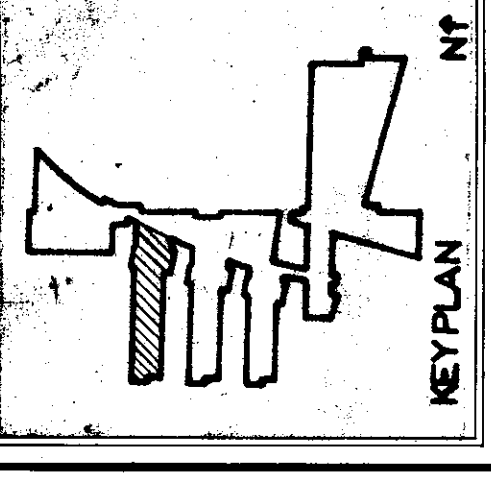


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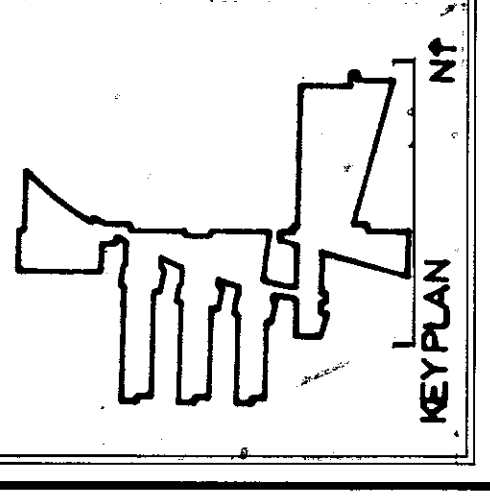
New Fort Collins High School  
 Fort Collins, Colorado

ARCHITECTURAL HORIZONS  
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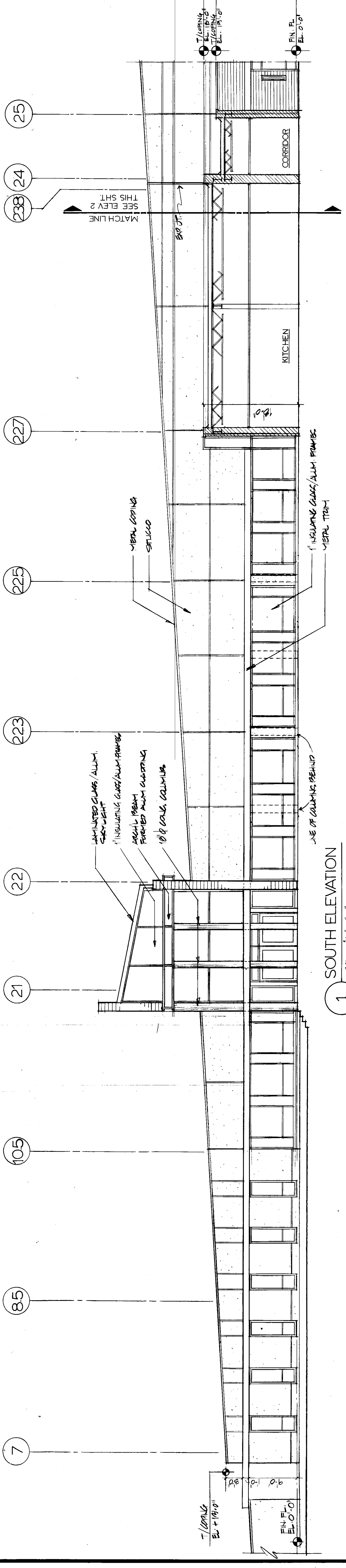
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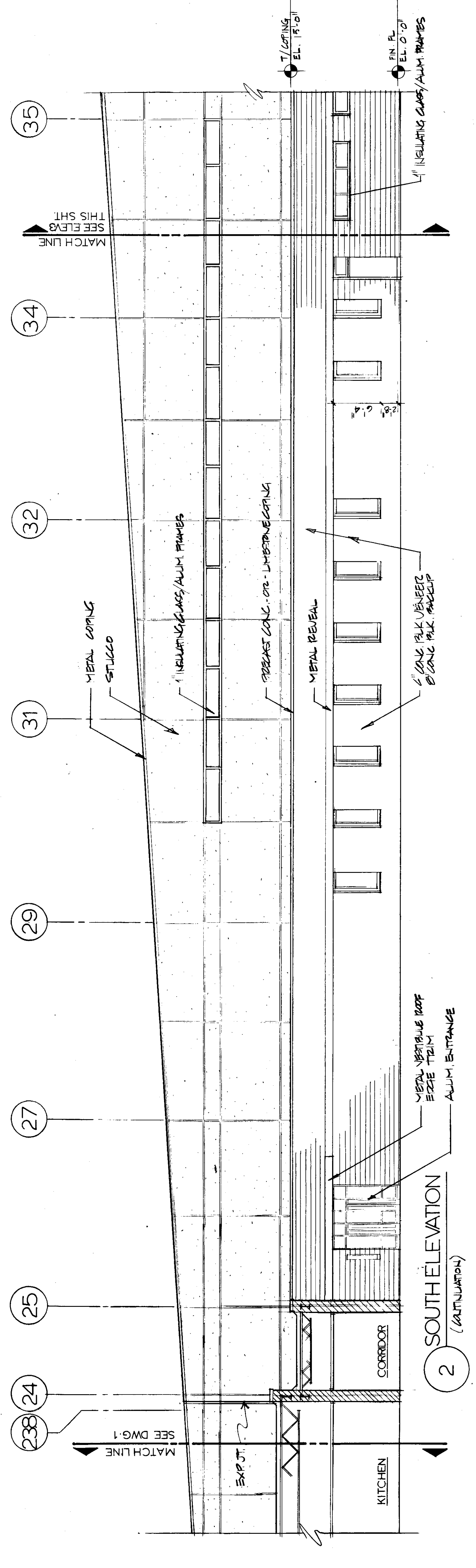
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drawn by:  
cod file:

ELEVATIONS  
ADMINISTRATION / GYM

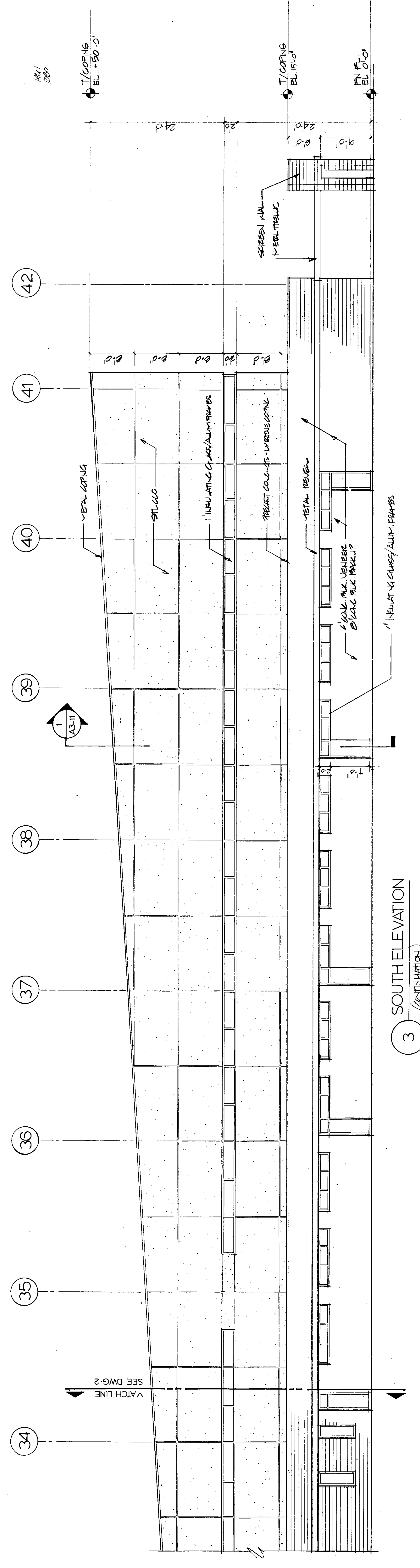
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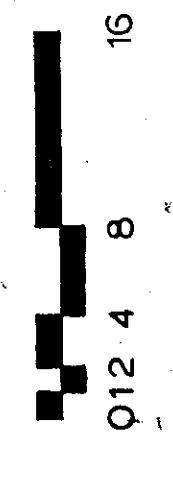
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2 SOUTH ELEVATION  
(CONTINUATION)

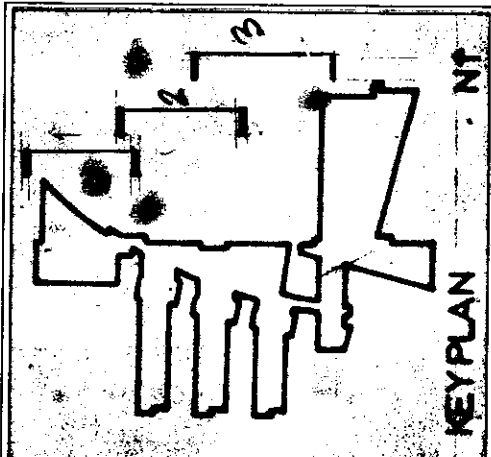


3 SOUTH ELEVATION  
(CONTINUATION)





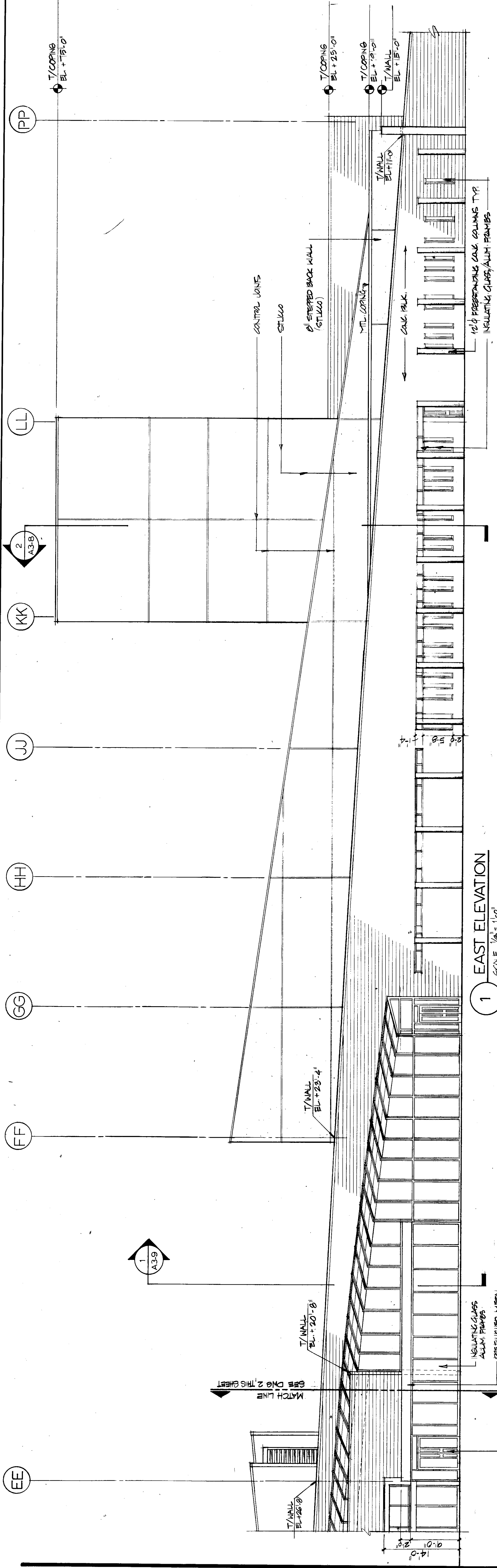




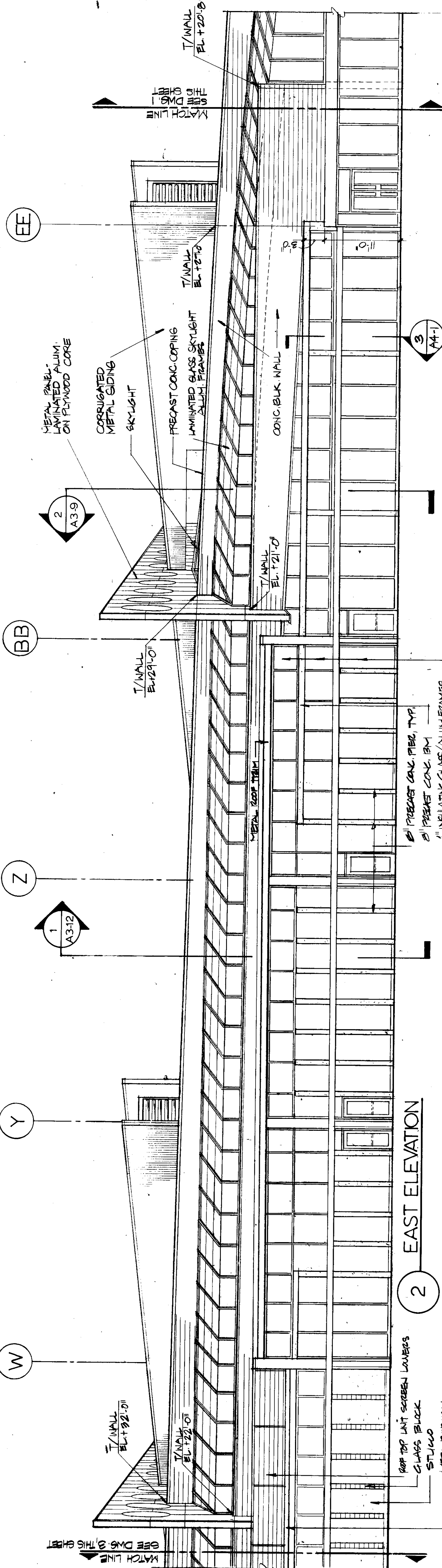
ARCHITECTURAL HORIZONS  
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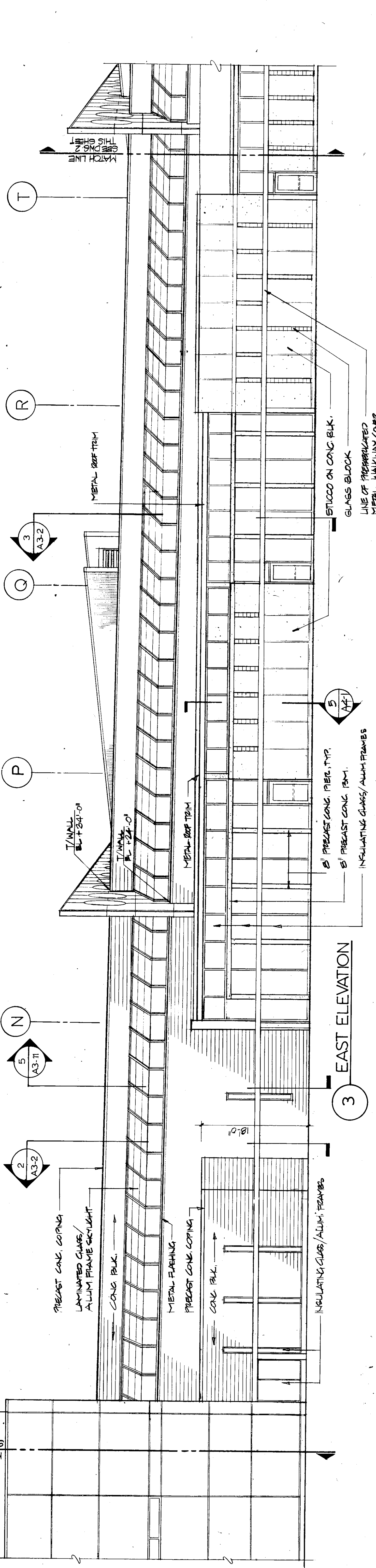
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 Sheet: 16  
 Date: 7/2/92  
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1 EAST ELEVATION  
 SCALE 1/8" = 1'-0"



2 EAST ELEVATION



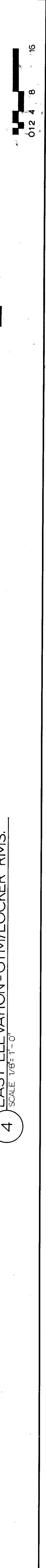
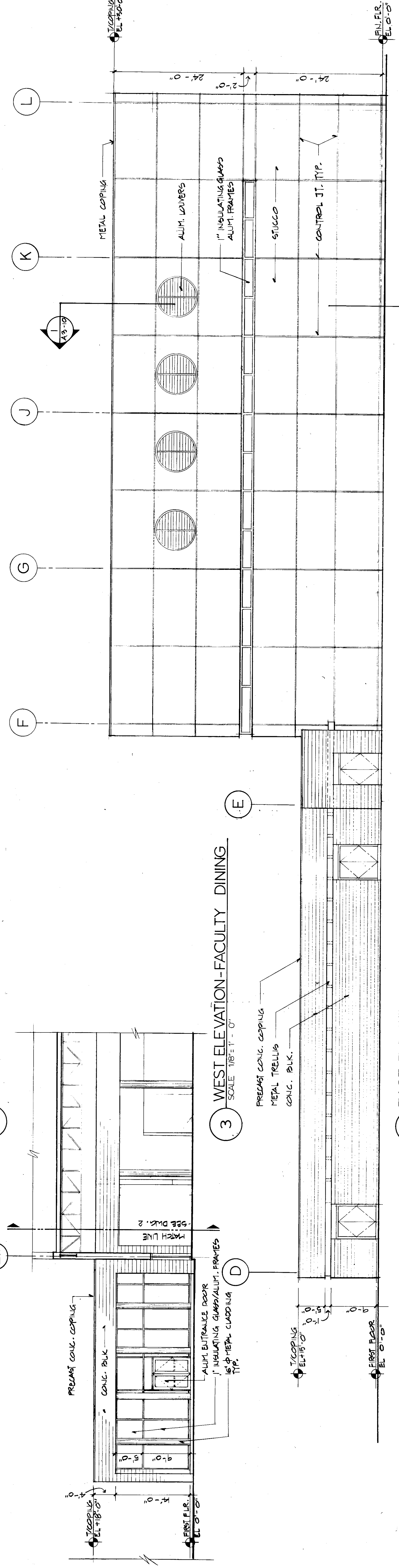
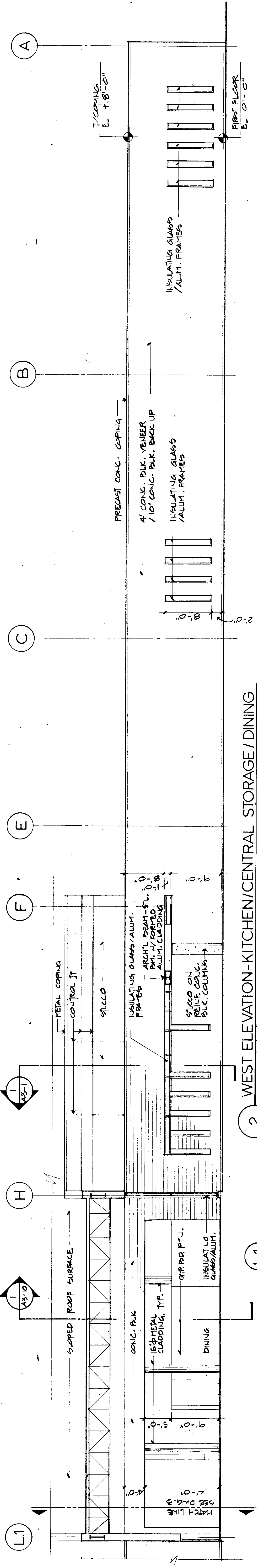
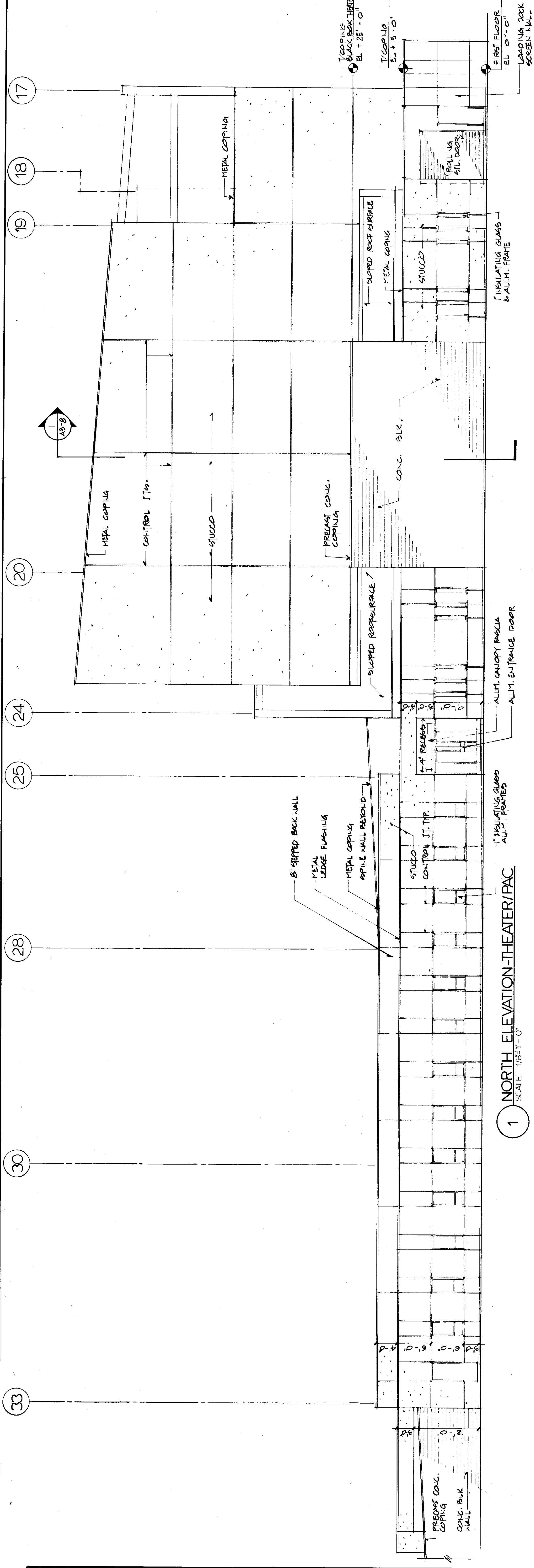
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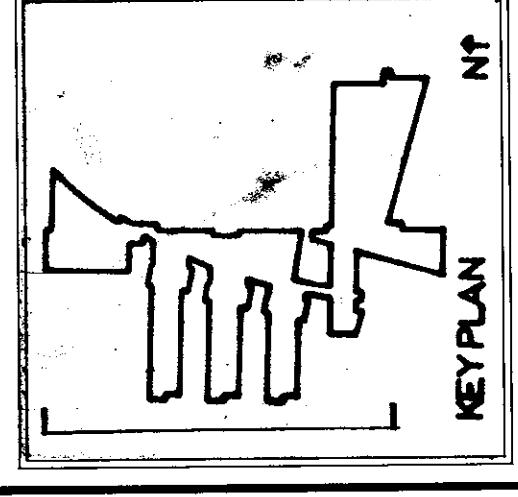
ARCHITECTURAL HORIZONS 4700 S. COLLEGE BLVD. SUITE 206 FORT COLLINS, CO 80525  
 (303) 225-2704  
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 Fort Collins, Colorado

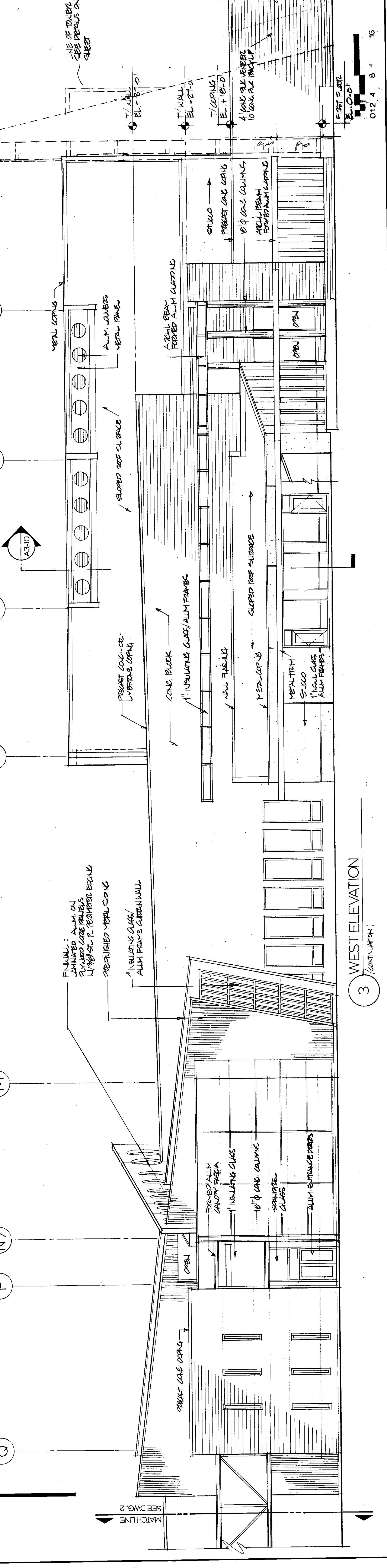
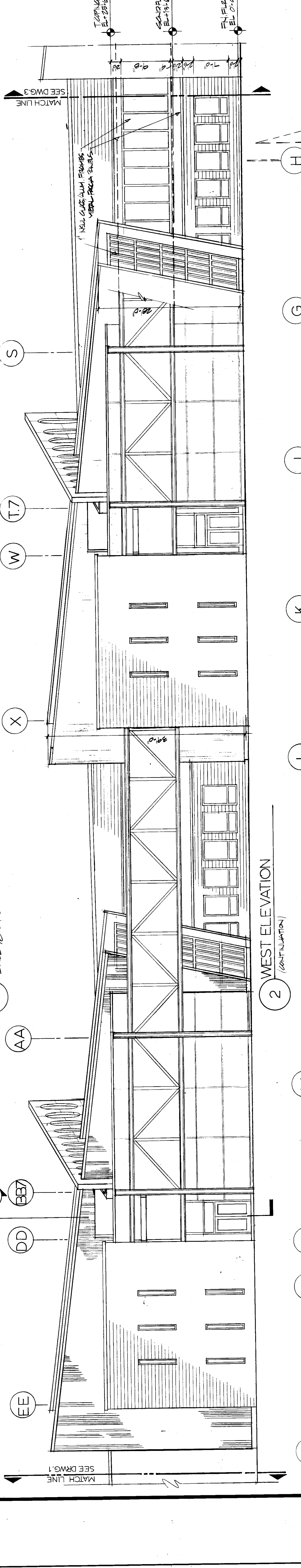
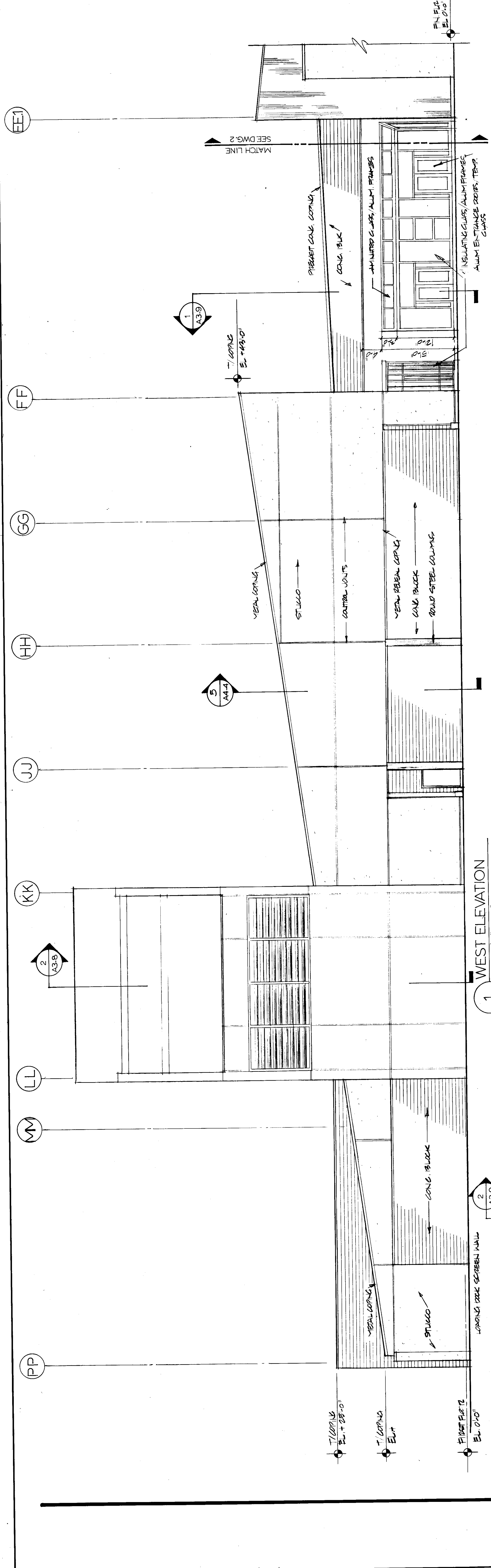
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 project no: P8W 3917  
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 drawn by:  
 revisions:



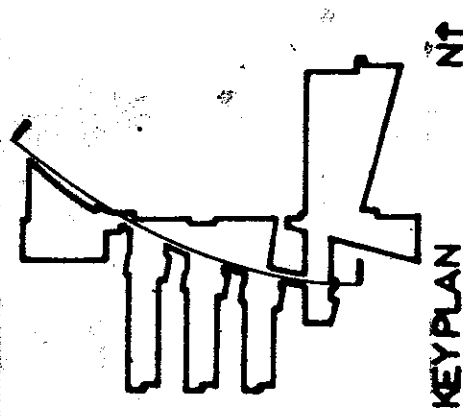




revisions:	date: 7-31-92
drawn by:	cad file:







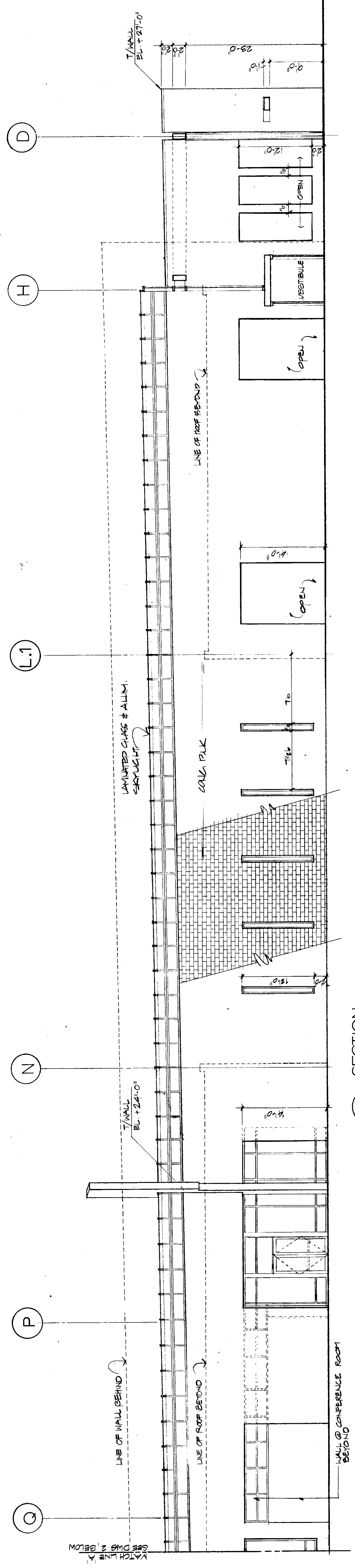
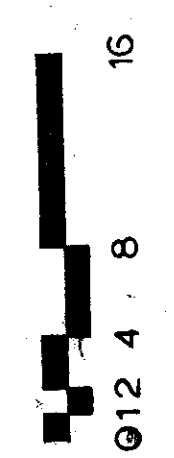
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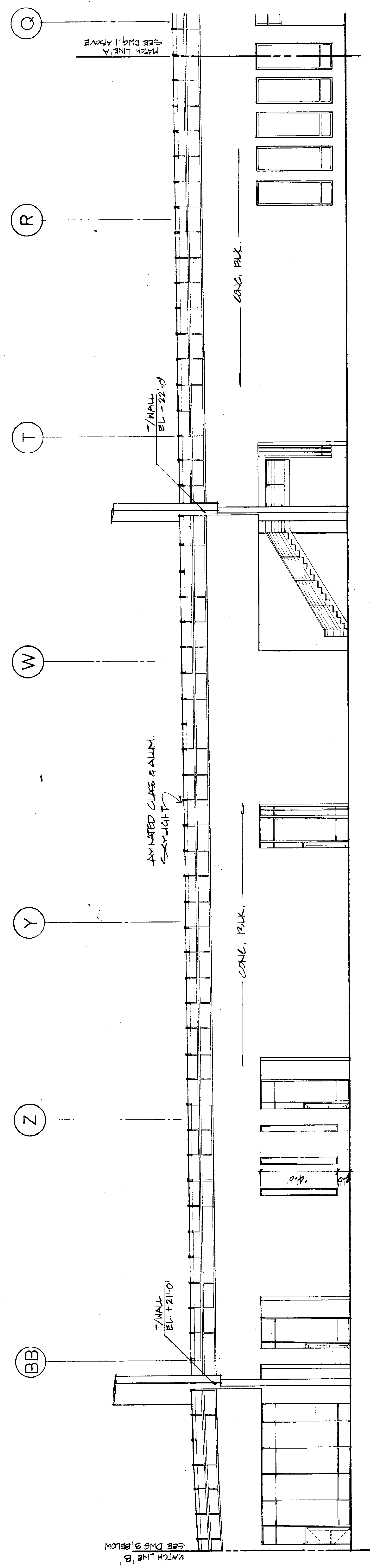
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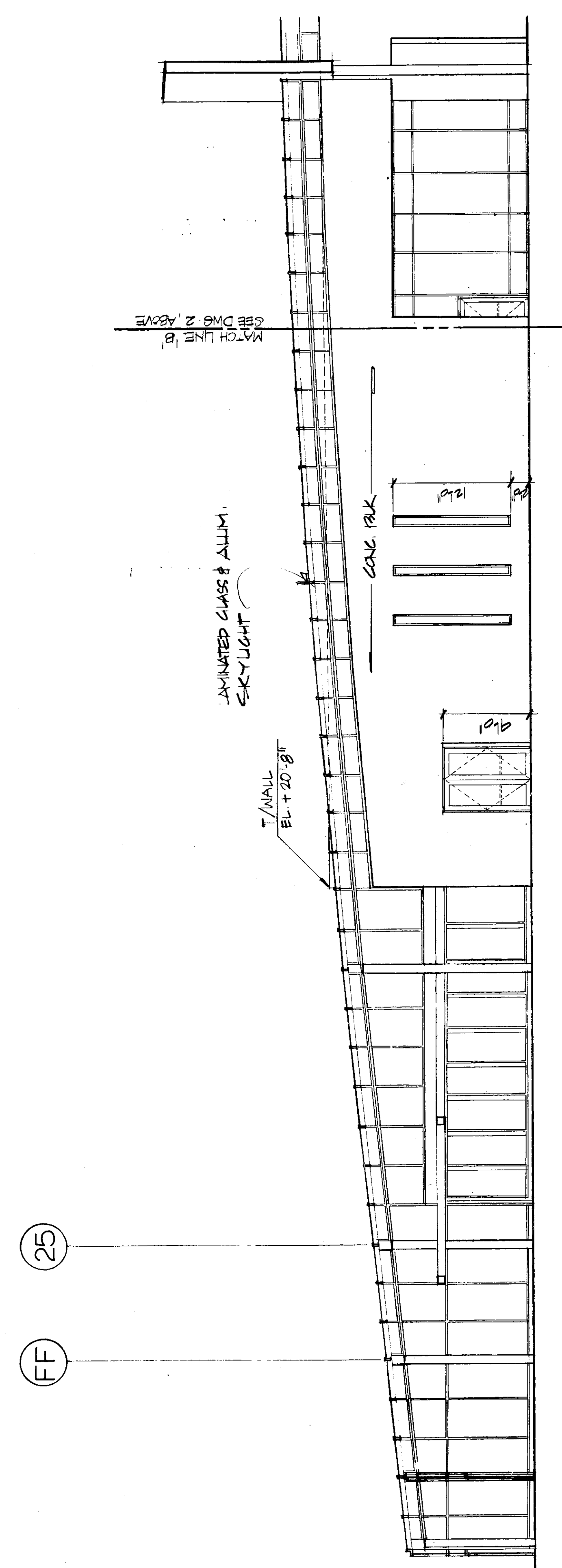
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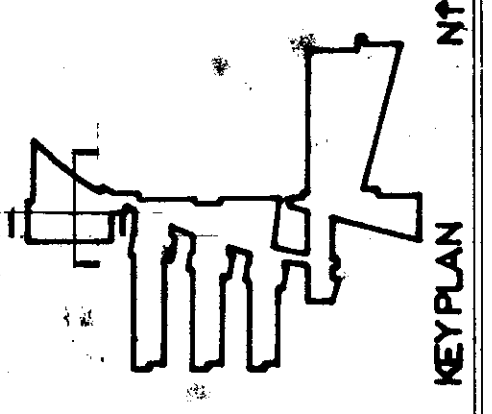
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2 SECTION  
SCALE: 1/8"=1'-0"



3 SECTION  
SCALE: 1/8"=1'-0"



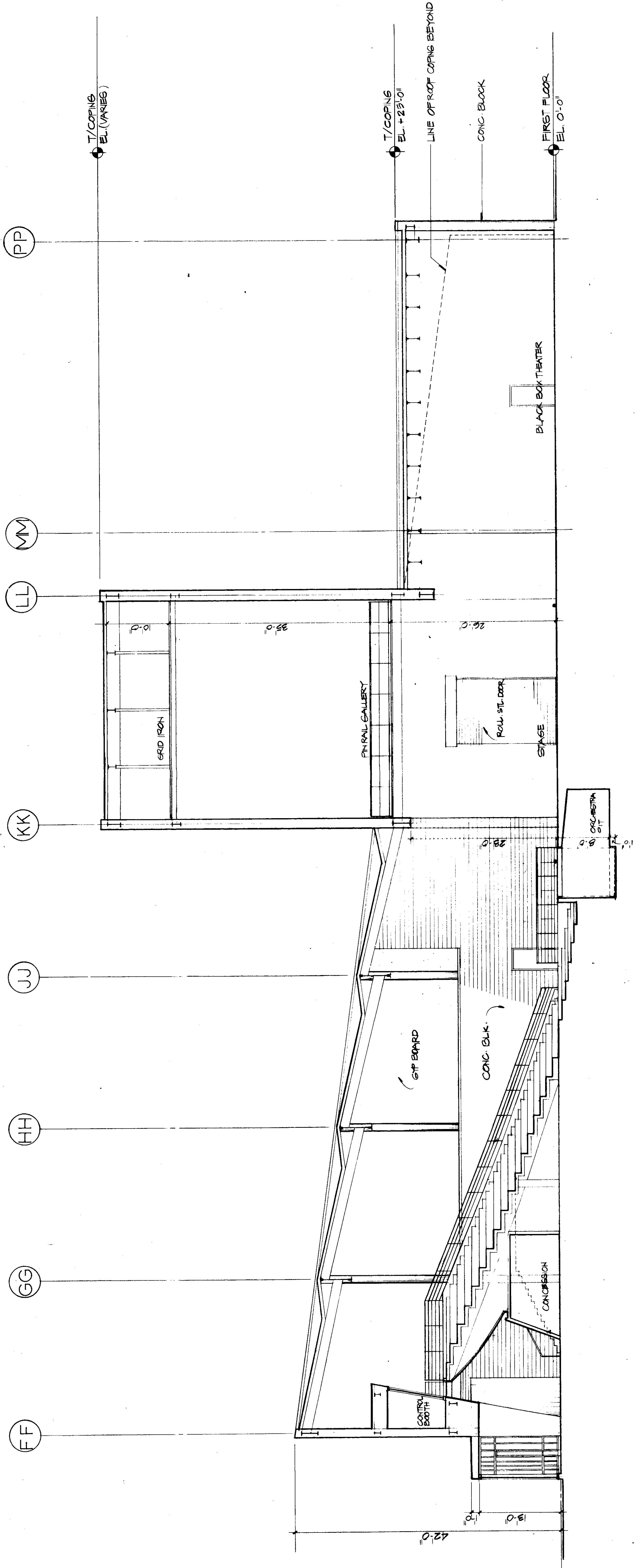
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 4720 S. COLLEGE BLVD. SUITE 208 FORT COLLINS, CO 80525  
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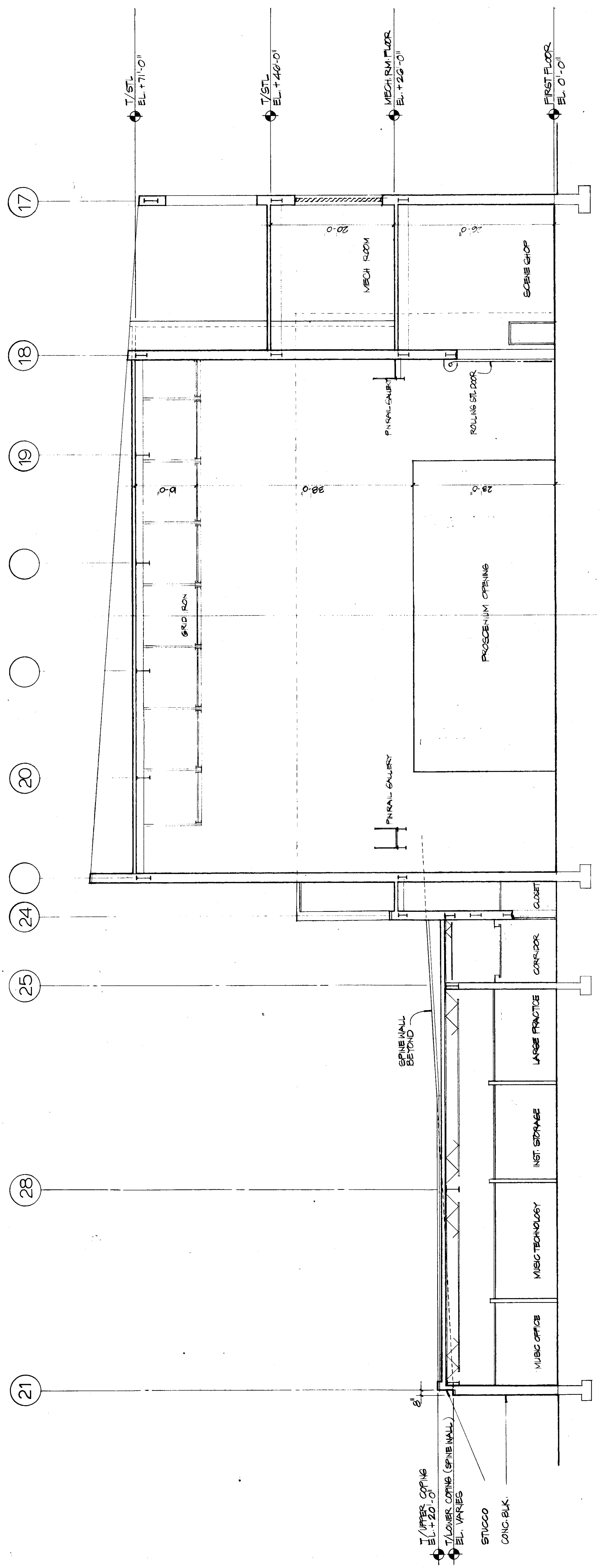
REVISIONS	DATE	BY

SECTIONS  
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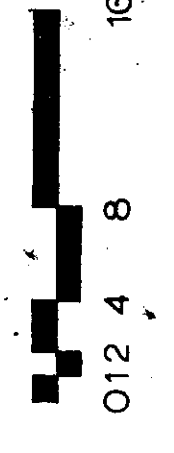
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 of 16  
 sheet: 012, 4, 8

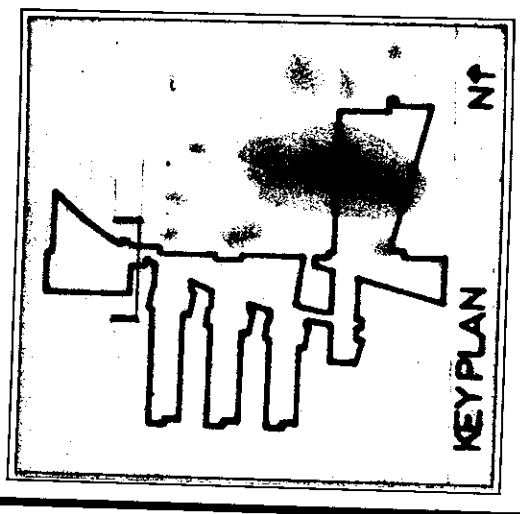


1 SECTION LOOKING WEST



2 SECTION LOOKING SOUTH





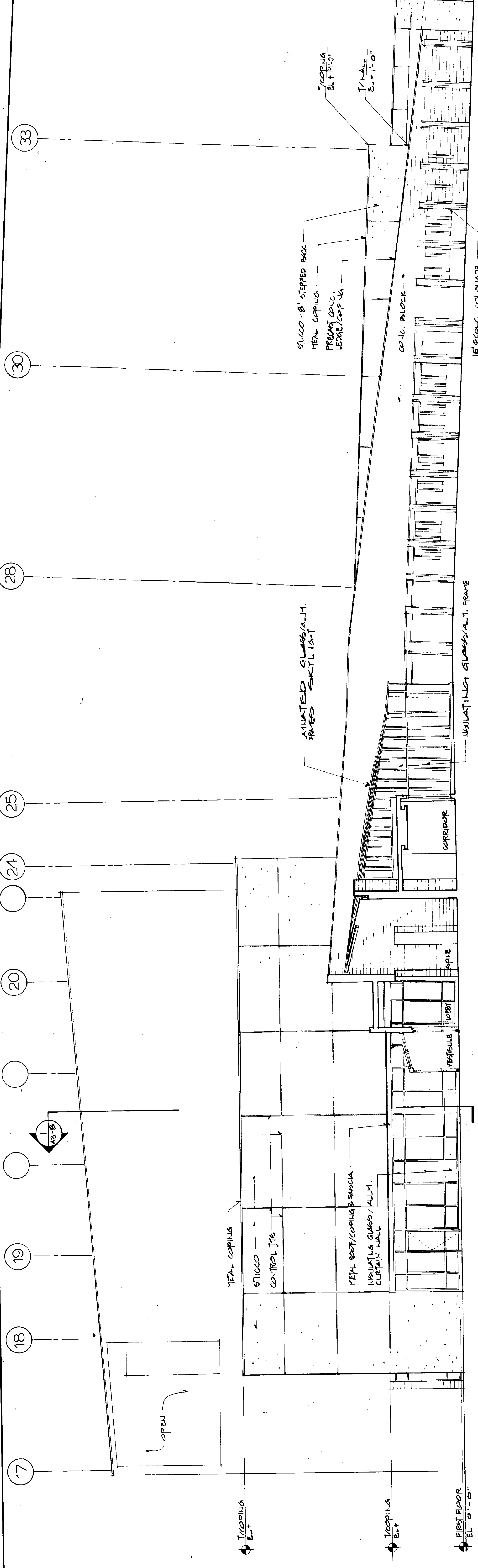
ARCHITECTURAL HORIZONS  
 4720 S. COLLEGE SUITE 208 FORT COLLINS, CO 80526  
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 With Perkins & Will

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 Fort Collins, Colorado

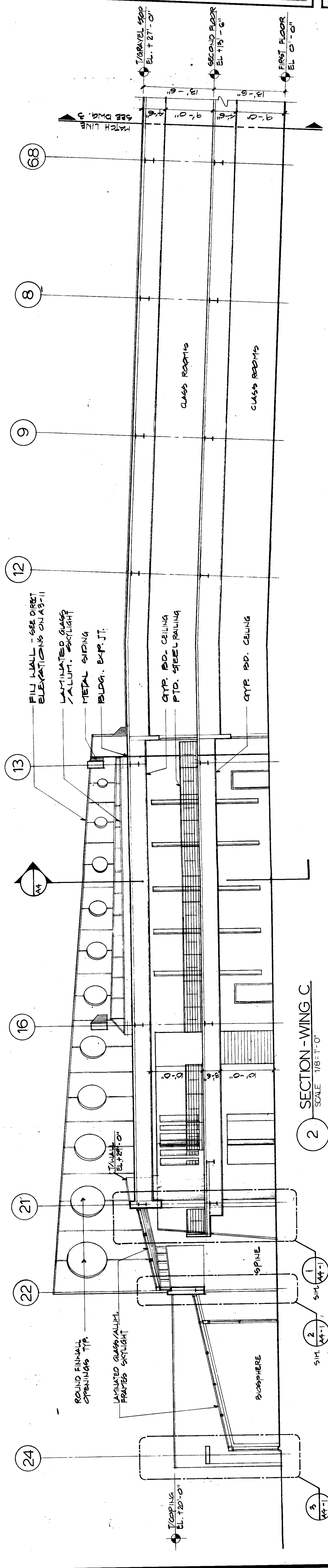
REVISIONS	DATE	BY	APP'D.

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 checked by:   
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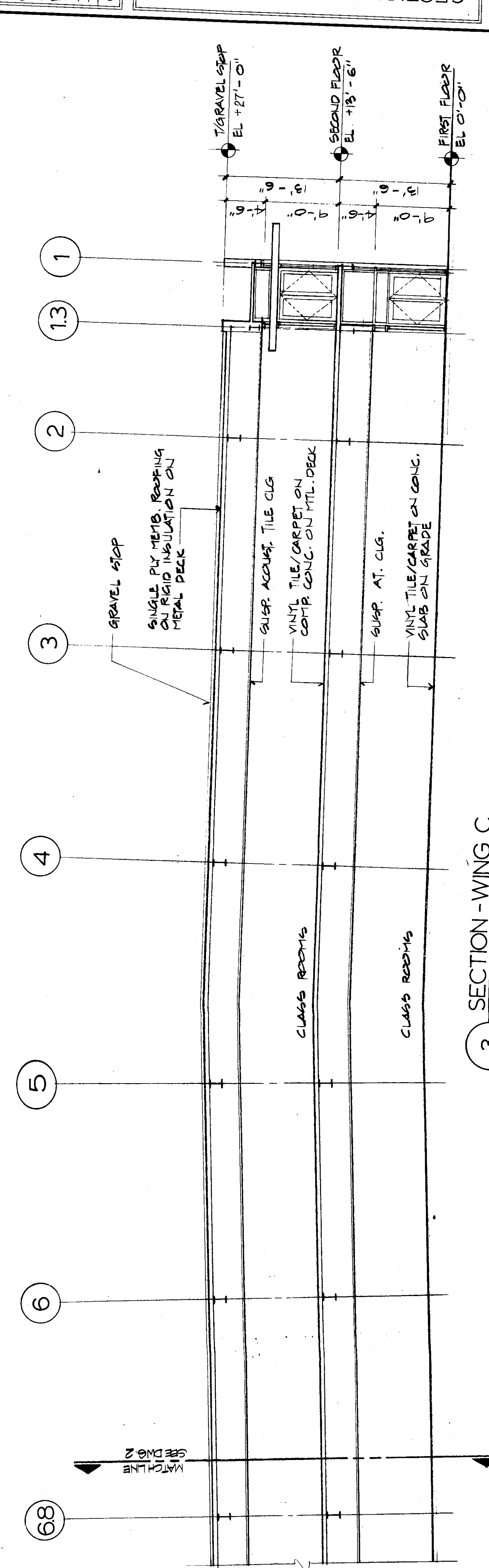
SECTION/ELEVATION  
 THEATER / ACADEMIC  
 WING C



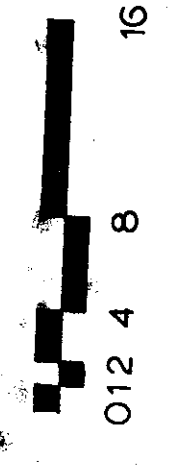
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 SCALE 1/8" = 1'-0"



2 SECTION - WING C  
 SCALE 1/8" = 1'-0"



3 SECTION - WING C  
 SCALE 1/8" = 1'-0"





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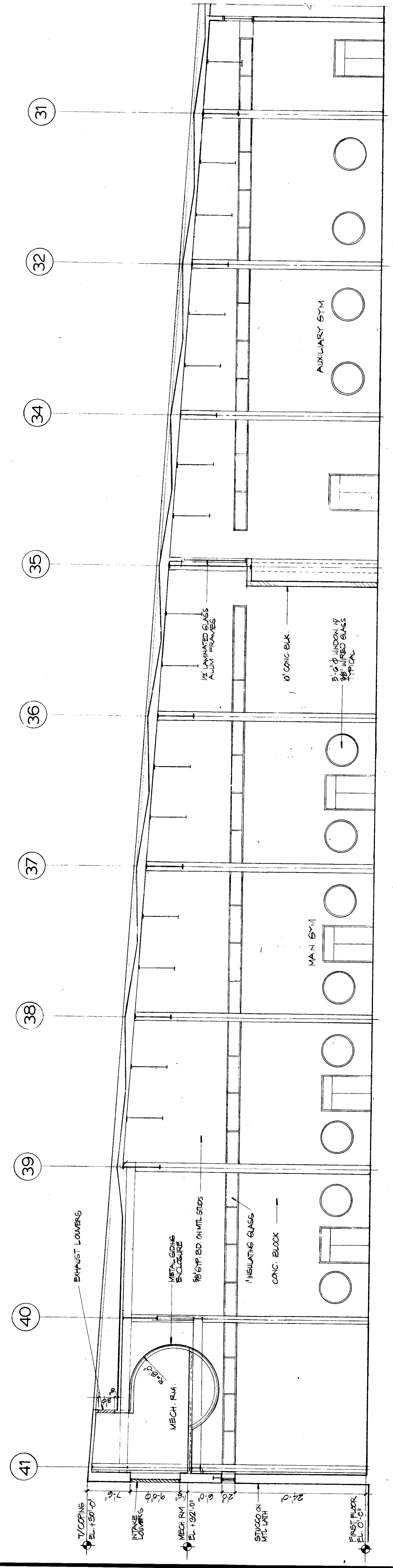
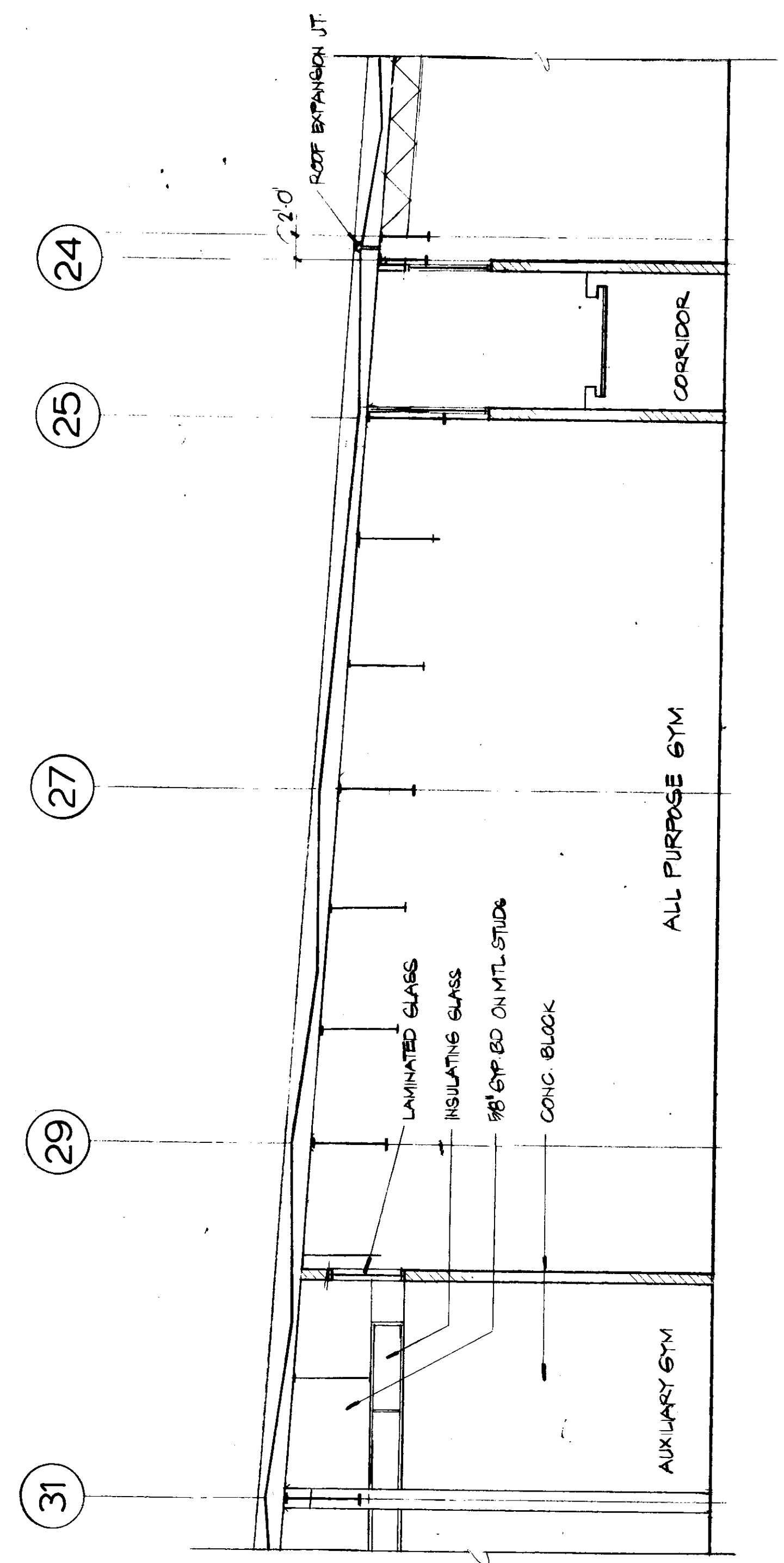
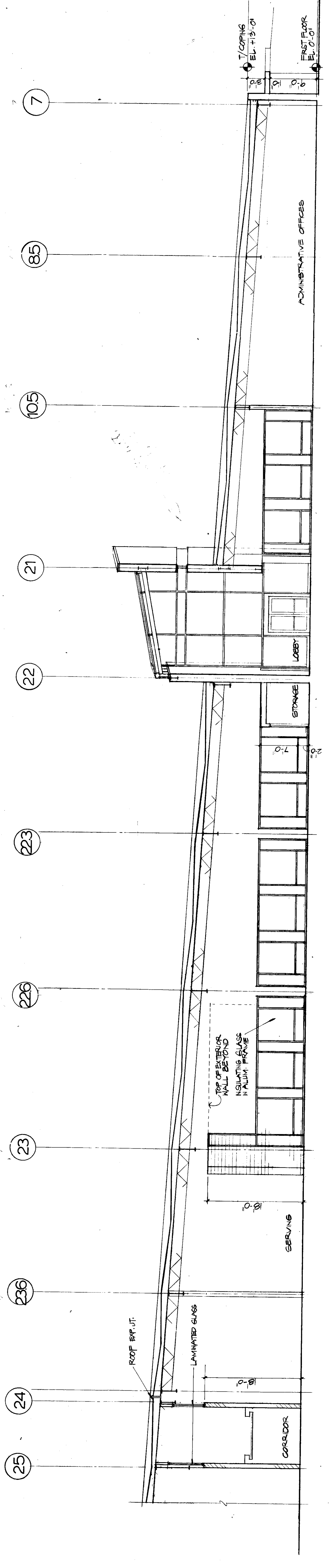
New Fort Collins High School  
Fort Collins, Colorado

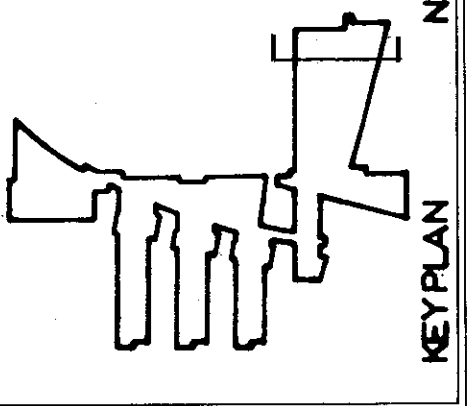
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GYM / DINING / ADMINISTRATION

date: 7.31.12  
drawn by:  
coord. file:

revisions:

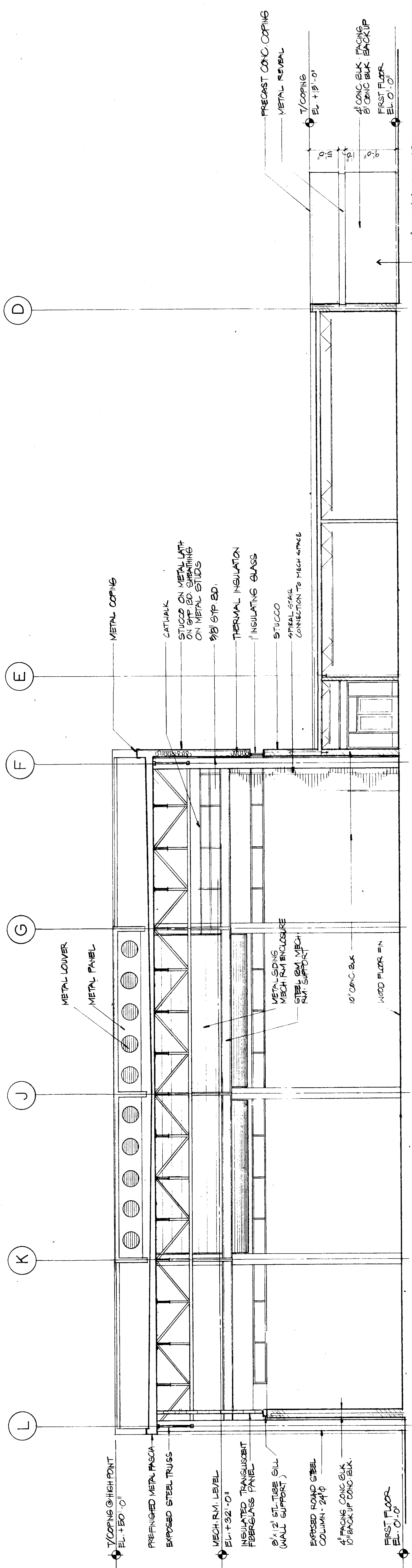
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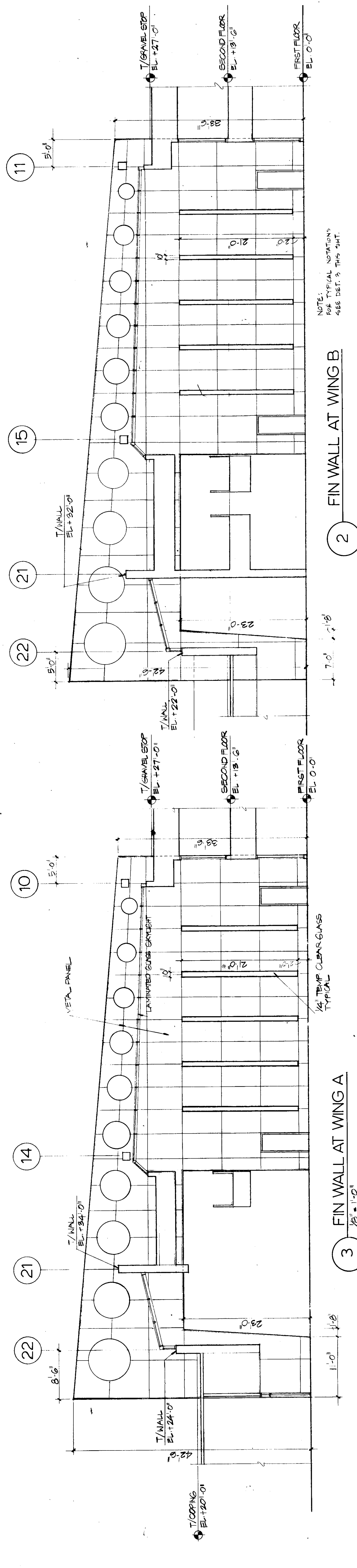


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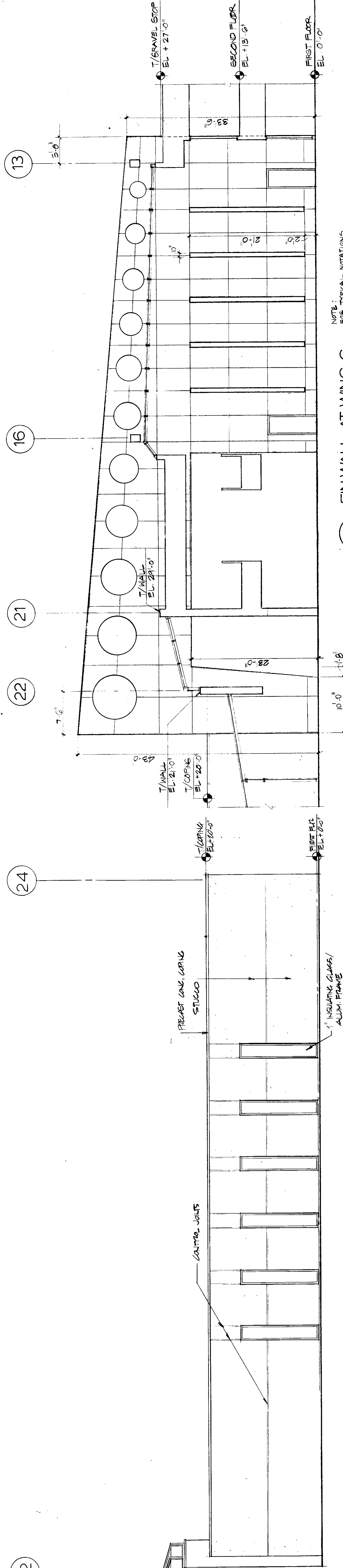
REVISIONS	DATE	BY	APP'D



1 SECTION THRU MAIN GYM  
1/8" = 1'-0"



2 FIN WALL AT WING A  
1/8" = 1'-0"



3 FIN WALL AT WING B  
1/8" = 1'-0"

4 FIN WALL AT WING C  
SCALE - 1/8" = 1'-0"

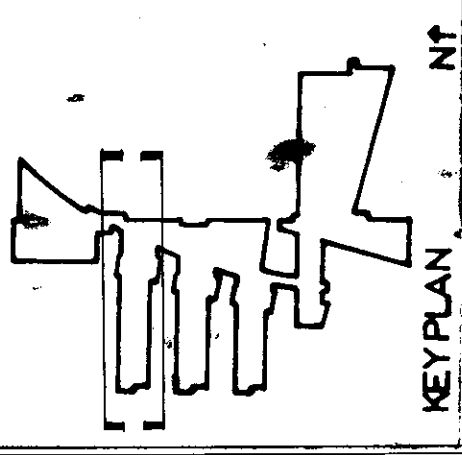
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NOTE:  
FOR TYPICAL NOTATIONS  
SEE DET. 3 THIS SHEET.

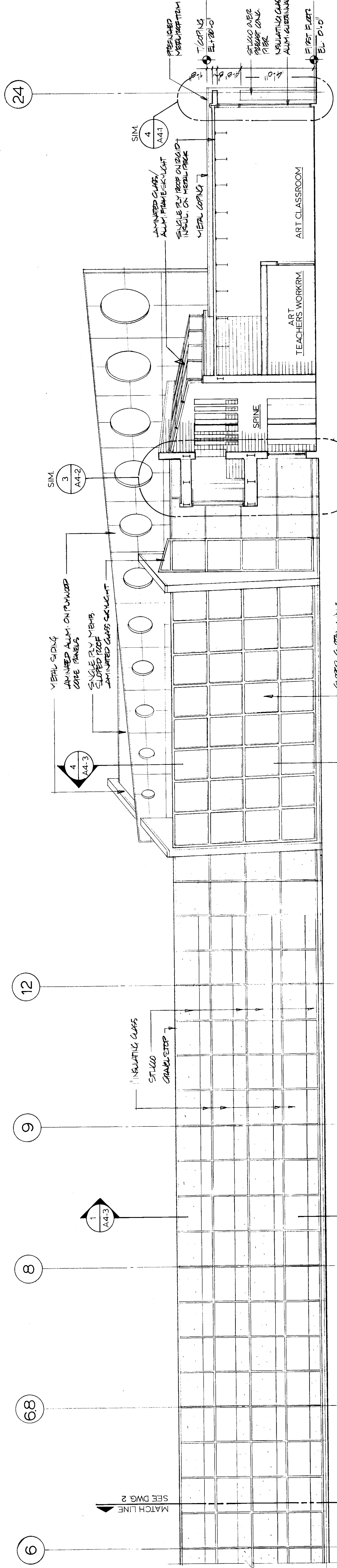
NOTE:  
FOR TYPICAL NOTATIONS  
SEE DET. 3 THIS SHEET.

NOTE:  
FOR TYPICAL NOTATIONS  
SEE DET. 3 THIS SHEET.

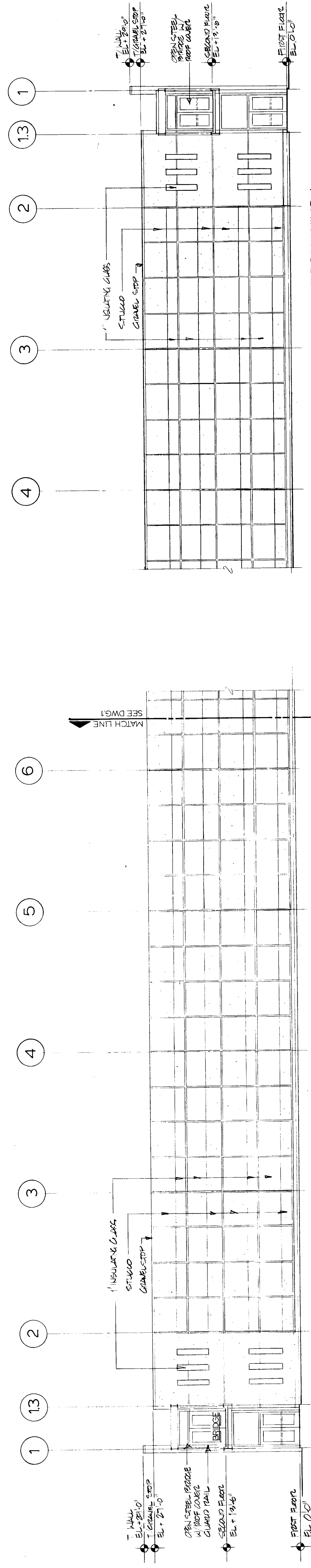
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FOR TYPICAL NOTATIONS  
SEE DET. 3 THIS SHEET.



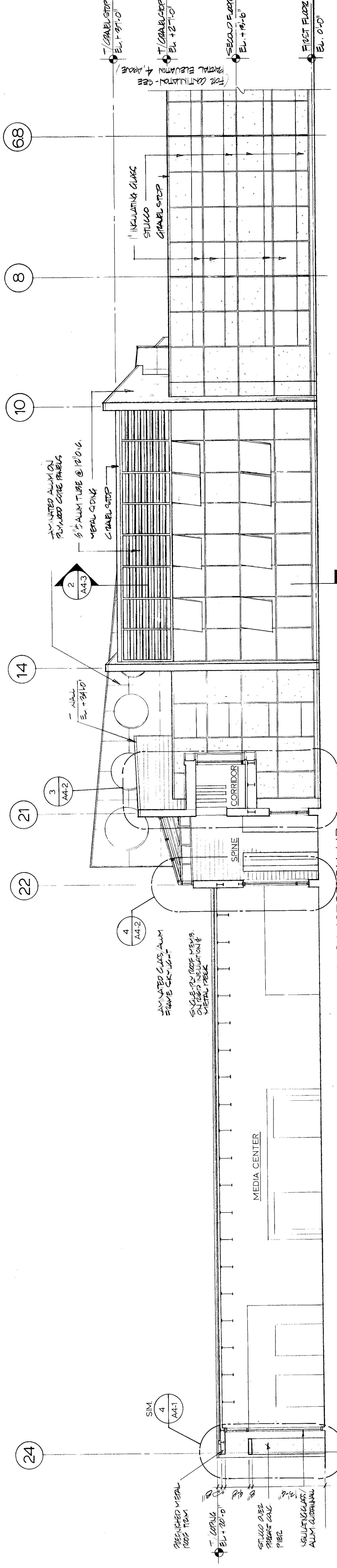
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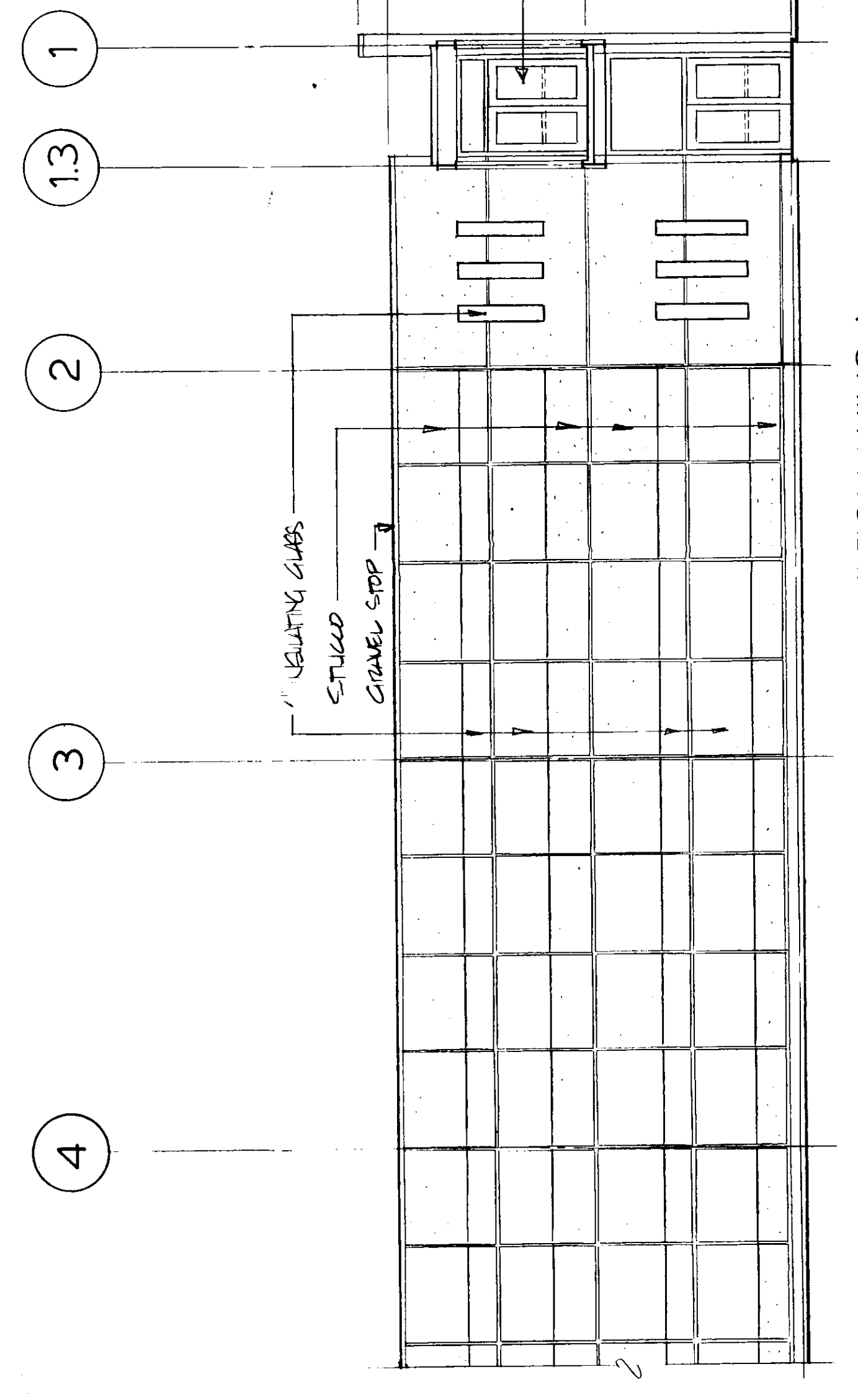
1 SOUTH ELEVATION WING C / SECTION ART RM  
SCALE 1/8" = 1'-0"



2 SOUTH ELEVATION - WING C  
SCALE 1/8" = 1'-0"

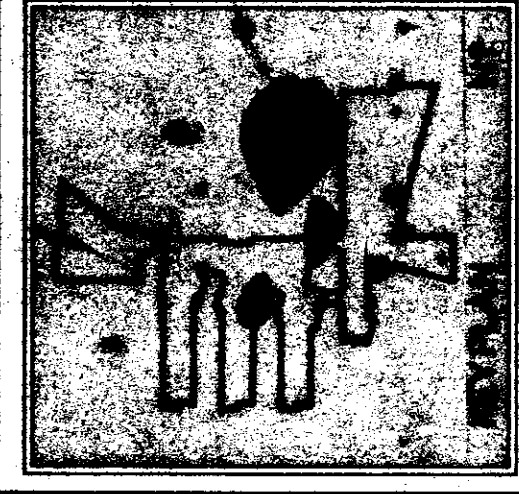


3 NORTH ELEVATION WING A / SECTION LIB.  
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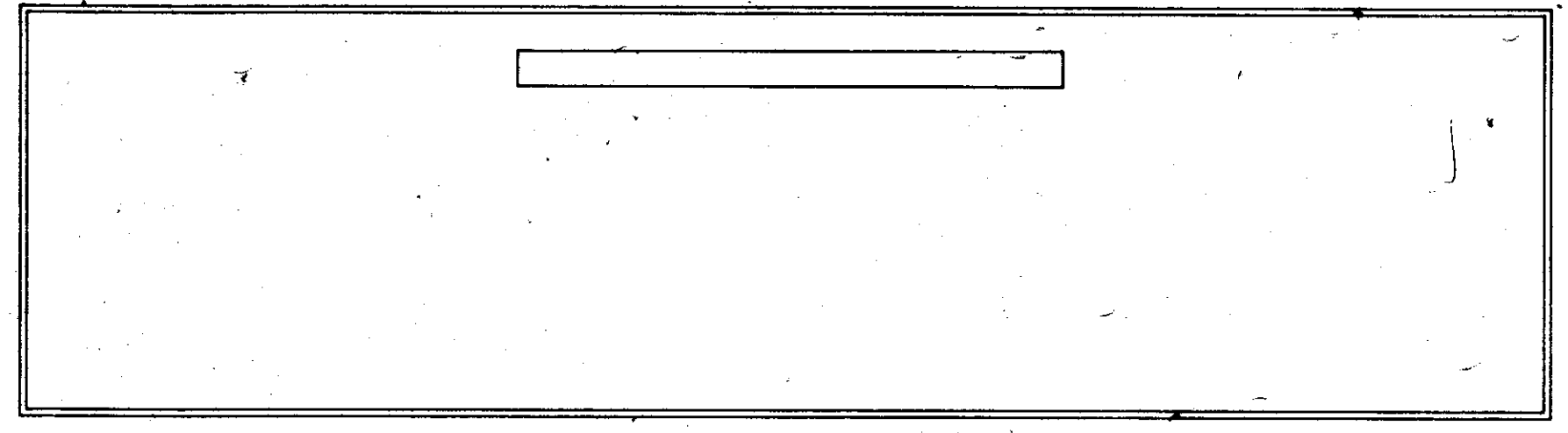


4 PARTIAL NORTH ELEVATION WING A  
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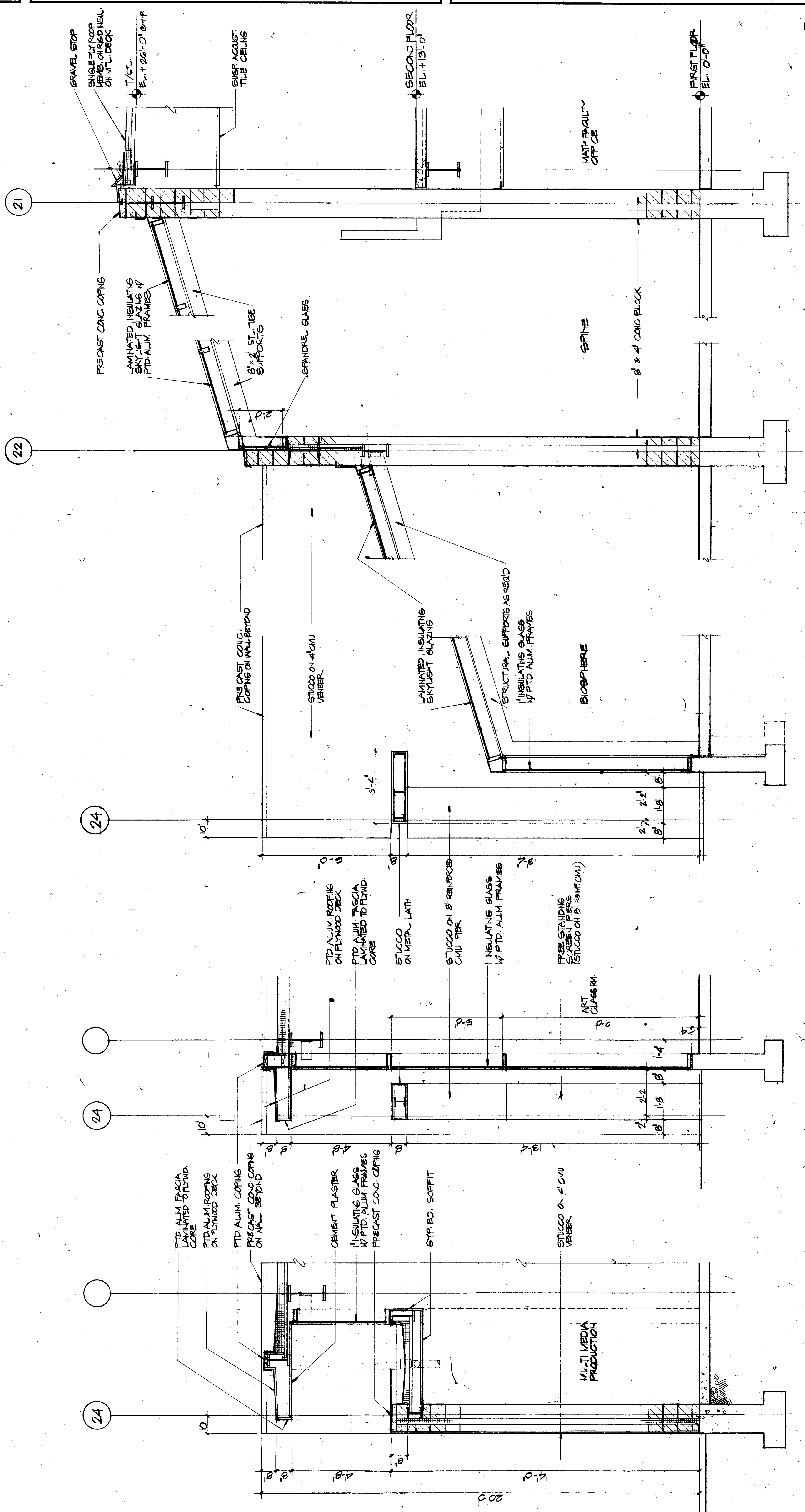
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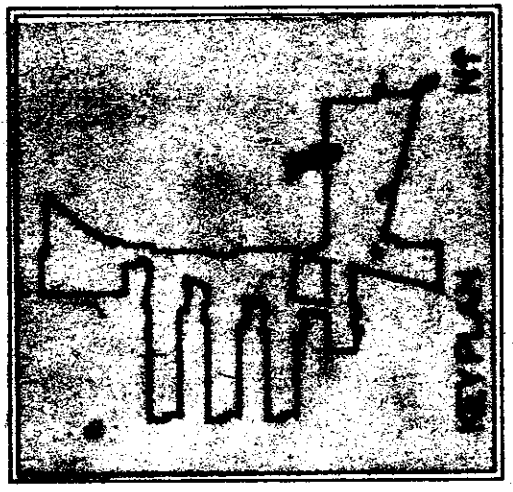
REVISIONS:	date:	cod file:
	drawn by:	

WALL SECTIONS

Project no:  
Sheet: **A4-1**  
of 1





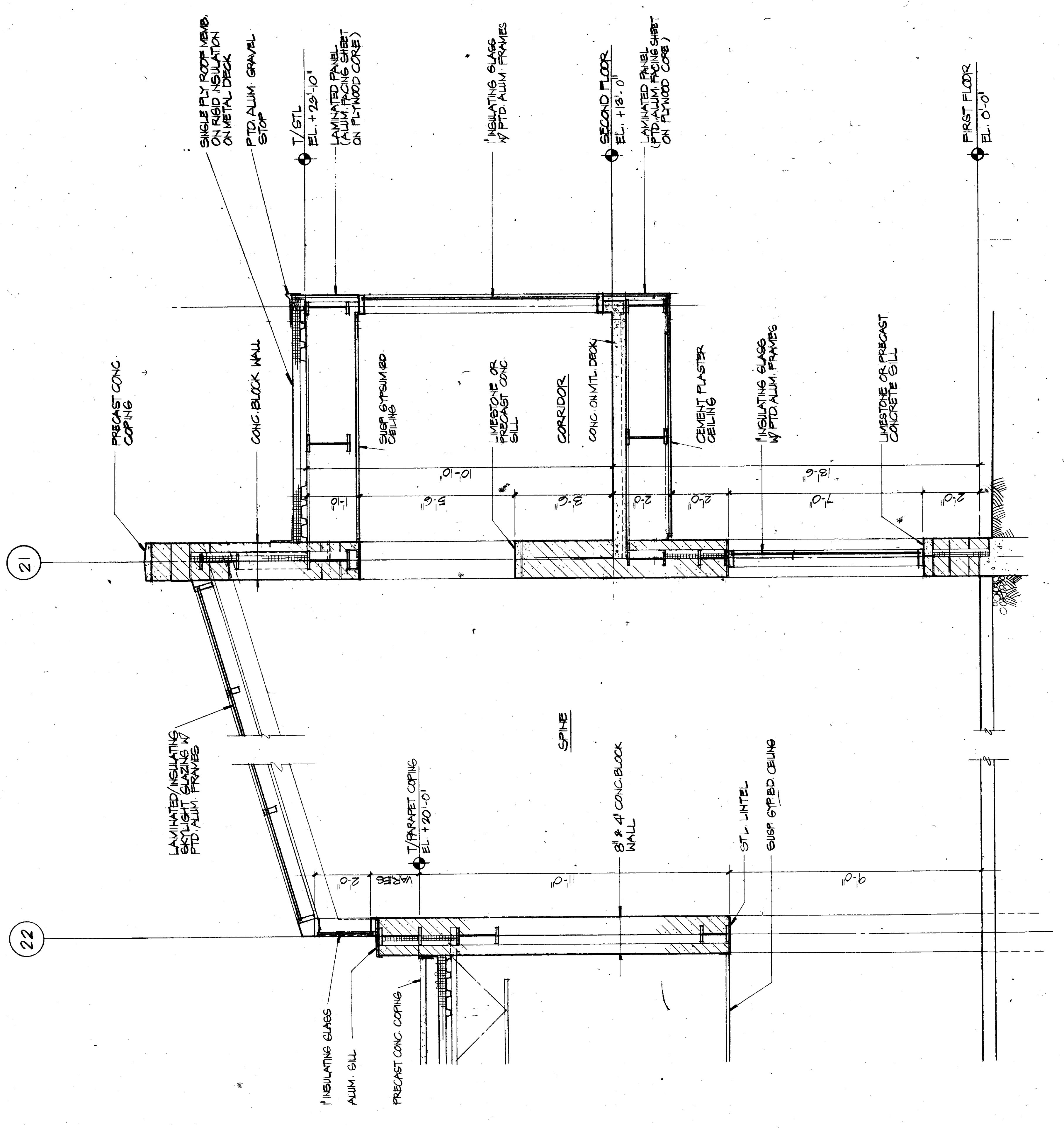
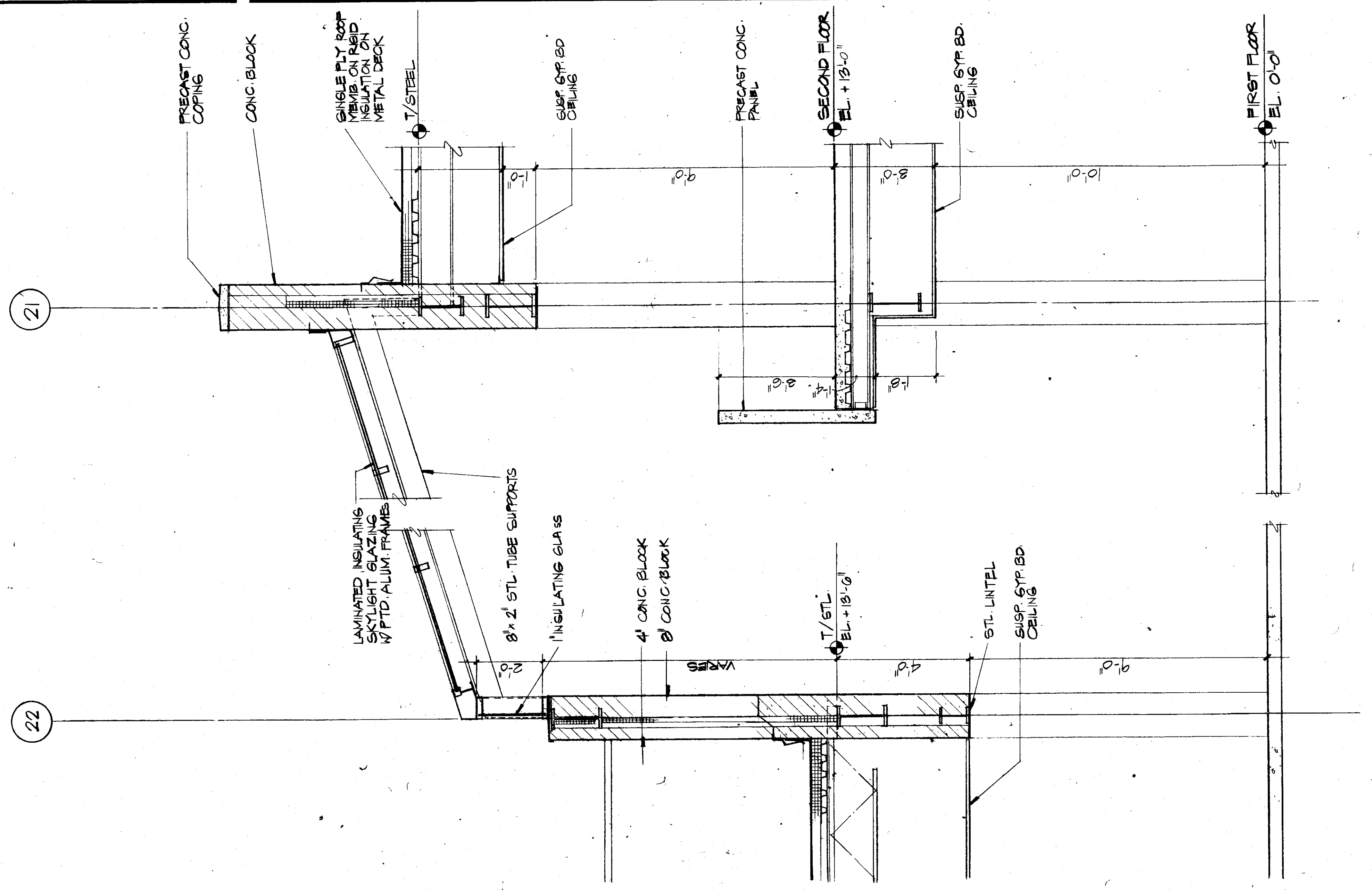


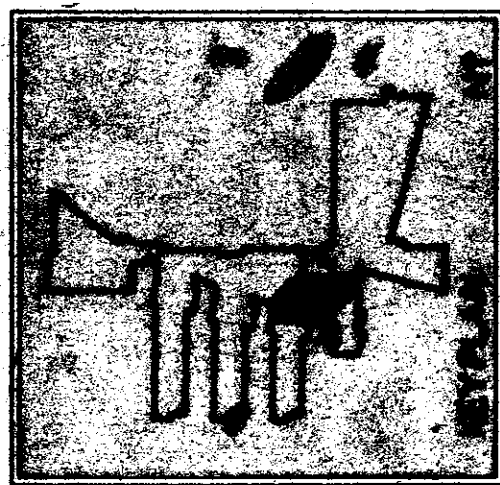
ARCHITECTURAL HORIZONS  
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revisions:	date:	drawn by:	cod file:

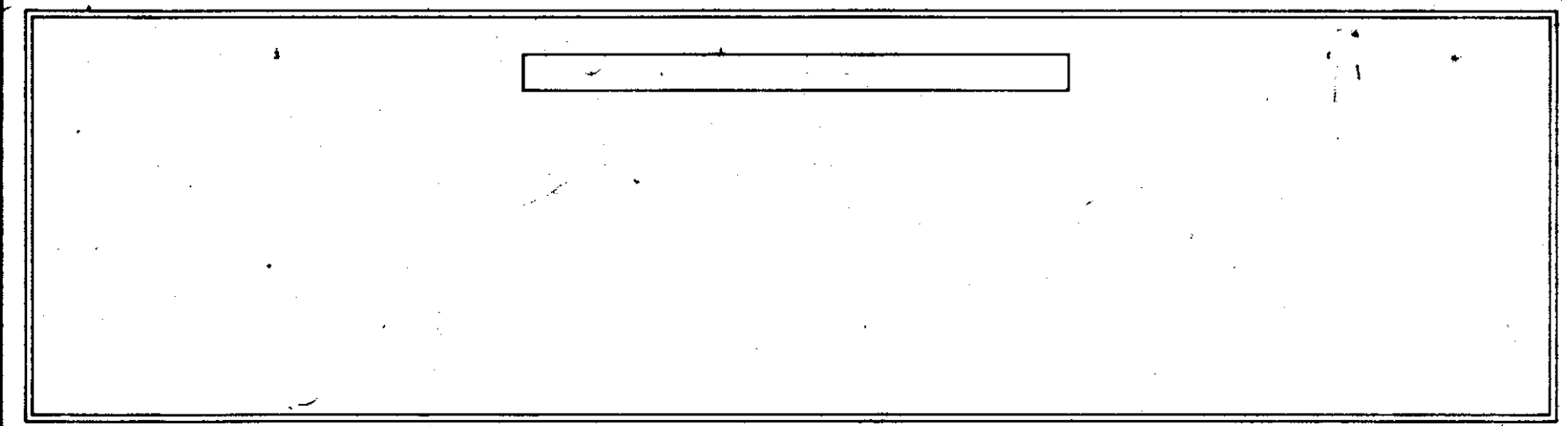
WALL SECTIONS

Project no:  
sheet:  
A/C-2  
of





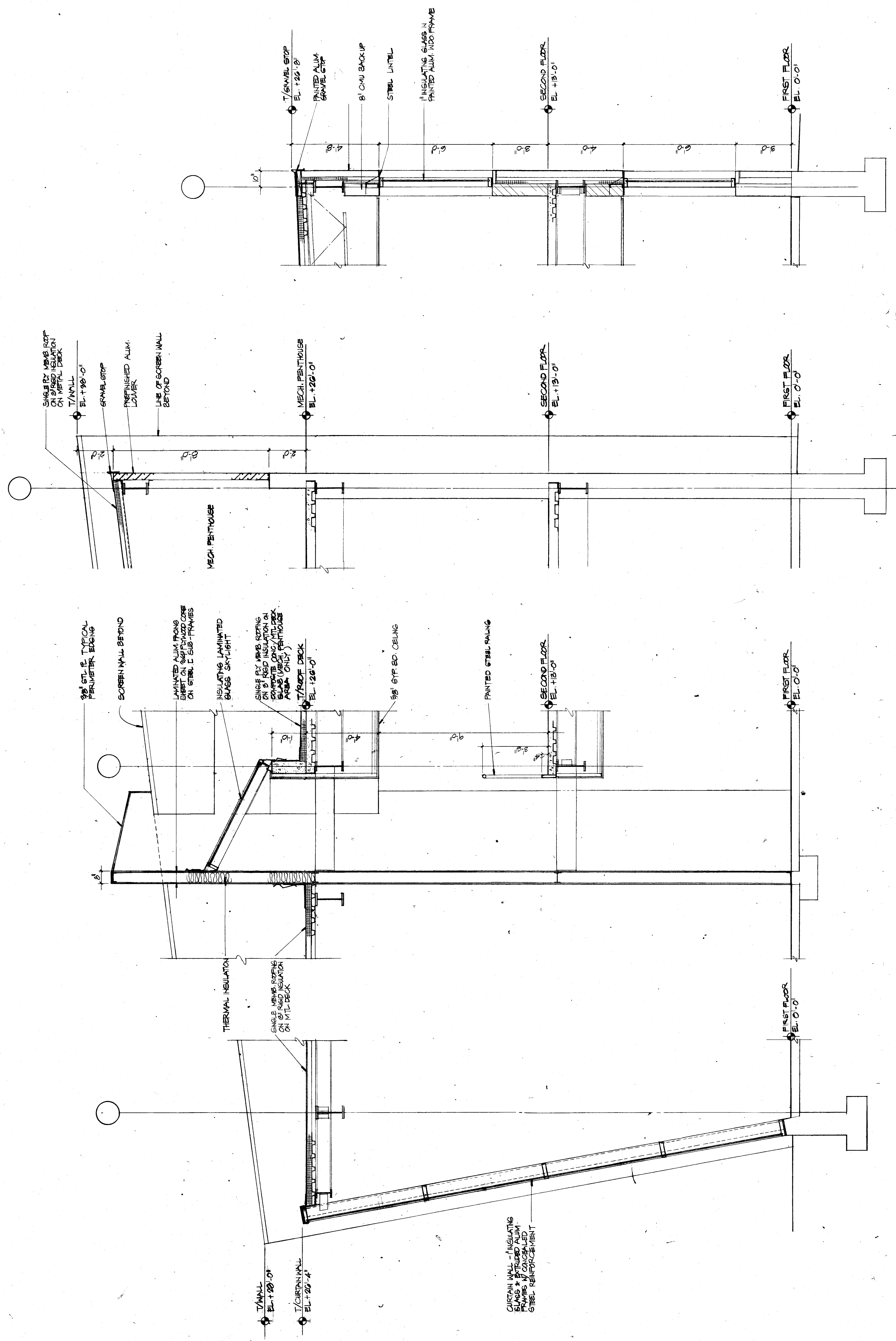
ARCHITECTURAL HORIZONS  
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revisions	date	code	file

WALL SECTIONS

Project no:  
sheet: **A6-3**







**POWER LEGEND**  
(NOT ALL SYMBOLS SHOWN ARE USED ON THESE DRAWINGS)

SYMBOL	DESCRIPTION
⊙	JUNCTION BOX, MOUNTED IN CEILING SPACE
⊙	JUNCTION BOX, FLOOR FLOOR MOUNTED
⊙	FULL BOX
⊙	SINGLE GROUND RECEPTACLE
⊙	DEGROUND GROUND RECEPTACLE
⊙	DEGROUND RECEPTACLE V/GROUND FAULT INTERRUPTER
⊙	DEGROUND RECEPTACLE, TOP HALF SWITCHED
⊙	DEGROUND RECEPTACLE
⊙	RANGE OUTLET
⊙	SPECIAL PURPOSE OUTLET, WAFER INCLUDES INTERLOCK PROTECTIVE NEW CONFIGURATION RECEPTACLE TO MATCH PLUG ON EQUIPMENT
⊙	WIRE FIELD
⊙	FLOOR FLOOR MOUNTED DUPLEX RECEPTACLE
⊙	FLOOR MOUNTED DUPLEX RECEPTACLE
⊙	FLOOR MOUNTED TELEPHONE OUTLET
⊙	FLOOR FLOOR MOUNTED TELEPHONE OUTLET
⊙	PRE-RAISED POSE-TYPE WITH SERVICES INDICATED
⊙	TELEPHONE OUTLET, 20A, WALL MOUNTED
⊙	TELEPHONE OUTLET, WALL MOUNTED
⊙	PAY TELEPHONE OUTLET, WALL MOUNTED
⊙	DATA/OTHER OUTLET, WALL MOUNTED
⊙	DISCONNECT SWITCH
⊙	FUSED DISCONNECT SWITCH
⊙	MAGNETIC CONTROLLER
⊙	COMMUNICATION MOTOR STARTER
⊙	VARIABLE SPEED SWITCH
⊙	EXTRUSION PROOF SWITCH
⊙	SWITCH WITH THERMAL OVERLOAD
⊙	LOW VOLTAGE SWITCH
⊙	COMMUNICATION SWITCH AND RECEPTACLE
⊙	PUSH BUTTON
⊙	EMERGENCY POWER OFF
⊙	TELEVISION OUTLET
⊙	MOTOR
⊙	TELEVISION
⊙	LINE VOLTAGE THERMOSTAT
⊙	BELL
⊙	ONE
⊙	HANDRAIL
⊙	MAGNETIC DOOR HOLDER CONNECTION
⊙	CARPET
⊙	VARIABLE FREQUENCY DRIVE

**LIGHTING LEGEND**  
(NOT ALL SYMBOLS SHOWN ARE USED ON THESE DRAWINGS)

SYMBOL	DESCRIPTION
⊙	EXIT LIGHT (WITH DIRECTION ARROWS INDICATED)
⊙	POLE MOUNTED RECESSED OR HLD. LIGHT FIXTURE
⊙	RECESSED RECESSED OR HLD. LIGHT FIXTURE
⊙	RECESSED RECESSED OR HLD. LIGHT FIXTURE
⊙	SURFACE MOUNTED RECESSED OR HLD. LIGHT FIXTURE
⊙	SURFACE WALL MOUNTED RECESSED OR HLD. LIGHT FIXTURE
⊙	RECESSED 2 X 4 FLUORESCENT LIGHT FIXTURE (CAPITAL LETTERS INDICATE FIXTURE TYPE, SMALL LETTERS INDICATE SWITCHING)
⊙	SURFACE 2 X 4 FLUORESCENT LIGHT FIXTURE (CAPITAL LETTERS INDICATE FIXTURE TYPE, SMALL LETTERS INDICATE SWITCHING)
⊙	RECESSED 2 X 2 FLUORESCENT LIGHT FIXTURE (CAPITAL LETTERS INDICATE FIXTURE TYPE, SMALL LETTERS INDICATE SWITCHING)
⊙	SURFACE 2 X 2 FLUORESCENT LIGHT FIXTURE (CAPITAL LETTERS INDICATE FIXTURE TYPE, SMALL LETTERS INDICATE SWITCHING)
⊙	RECESSED 1 X 4 FLUORESCENT LIGHT FIXTURE (CAPITAL LETTERS INDICATE FIXTURE TYPE, SMALL LETTERS INDICATE SWITCHING)
⊙	SURFACE 1 X 4 FLUORESCENT LIGHT FIXTURE (CAPITAL LETTERS INDICATE FIXTURE TYPE, SMALL LETTERS INDICATE SWITCHING)
⊙	RECESSED 1 X 2 FLUORESCENT LIGHT FIXTURE (CAPITAL LETTERS INDICATE FIXTURE TYPE, SMALL LETTERS INDICATE SWITCHING)
⊙	TRACK LIGHT
⊙	SHOCK INDICATES TWO LAMPS ON EMERGENCY CREDIT
⊙	INDICATES ALL FIXTURES IN THIS AREA ARE TYPE INDICATED BY LETTER UNLESS OTHERWISE NOTED
⊙	BATTERY PACK LIGHT FIXTURE
⊙	SINGLE POLE SWITCH
⊙	DOUBLE POLE SWITCH
⊙	THREE-WAY SWITCH
⊙	FOUR-WAY SWITCH
⊙	RE-OPERATED SWITCH
⊙	SWITCH WITH FLUORESCENT LIGHT
⊙	LOW VOLTAGE SWITCH
⊙	DIFFER SWITCH
⊙	PHOTO-CELL
⊙	JUNCTION BOX, MOUNTED IN CEILING SPACE
⊙	JUNCTION BOX, FLOOR FLOOR MOUNTED
⊙	THE CLOCK
⊙	REASON REFERENCE
⊙	FLAG NOTE REFERENCE
⊙	ROOM NUMBER
⊙	PANELBOARD
⊙	TRANSFORMER
⊙	SWITCHGEAR POWER CONTROL CENTER
⊙	TELEPHONE TERMINAL
⊙	CONDUIT, CONCEALED IN WALLS OR CEILING
⊙	CONDUIT, EXPOSED
⊙	BRANCH CIRCUIT REFERRED TO PANELBOARD, NUMBER OF ARROWS INDICATES NUMBER OF CIRCUITS, DESIGNATION INDICATES PANEL & CIRCUIT NUMBER
⊙	CONDUIT SUB-UP
⊙	CONDUIT SEAL OFF
⊙	STANDARD AND CAPTED CONDUIT
⊙	CONDUIT OF CABLE ROUTED UNDERGROUND
⊙	OVERHEAD LINE
⊙	DASHED INDICATES EXISTING TO BE RETIRED
⊙	TECHNICAL EQUIPMENT REFERENCE
⊙	MASTER CLOCK SYSTEM REFERENCE THE/TONE UNIT 47-07
⊙	CANV OUTLET

**SECURITY/FIRE ALARM LEGEND**  
(NOT ALL SYMBOLS SHOWN ARE USED ON THESE DRAWINGS)

SYMBOL	DESCRIPTION
⊙	LINE VOLTAGE THERMOSTAT
⊙	MANUAL PULL STATION, 44-6 A.F.T.
⊙	FIRE ALARM HORN, 47-6 A.F.T., UNLESS OTHERWISE NOTED
⊙	MAGNETIC DOOR-HOLDER CONNECTION
⊙	PHOTO-ELECTRIC THE SMOKE DETECTOR
⊙	IONIZATION THE SMOKE DETECTOR
⊙	DUCT DETECTOR, SMOKE
⊙	DUCT DETECTOR, THERMAL
⊙	STRAINER ALARM FLOW SWITCH
⊙	TAPED SWITCH
⊙	FIRE ALARM ANNUNCIATOR PANEL
⊙	FIRE ALARM CONTROL PANEL
⊙	SPAKER
⊙	SECURITY CAMERA
⊙	FIRE FIGHTERS TELEPHONE JACK
⊙	COMMUNICATION MANUAL PULL STATION/FIRE FIGHTERS
⊙	CARD READER
⊙	UNDERLAP MOUNTED INDICATOR THE SMOKE DETECTOR
⊙	CEILING MOUNTED INDICATOR THE SMOKE DETECTOR
⊙	ABORT BUTTON
⊙	COMMUNICATION HORN/LIGHT THE ALARM
⊙	RELIEF VALVE
⊙	JUNCTION BOX, MOUNTED IN CEILING SPACE
⊙	ADJUSTABLE INTERFACE TABLE
⊙	JUNCTION BOX, WALL MOUNTED
⊙	REASON REFERENCE
⊙	FLAG NOTE REFERENCE
⊙	ROOM NUMBER
⊙	CONDUIT, CONCEALED IN WALLS OR CEILING
⊙	CONDUIT, CONCEALED IN FLOOR (OR UNDERGROUND)
⊙	CONDUIT, EXPOSED
⊙	BRANCH CIRCUIT REFERRED TO PANELBOARD, NUMBER OF ARROWS INDICATES NUMBER OF CIRCUITS, DESIGNATION INDICATES PANEL & CIRCUIT NUMBER
⊙	CONDUIT SUB-UP
⊙	CONDUIT SEAL OFF
⊙	STANDARD AND CAPTED CONDUIT
⊙	CONDUIT OF CABLE ROUTED UNDERGROUND
⊙	OVERHEAD LINE
⊙	DASHED INDICATES EXISTING TO BE RETIRED
⊙	TECHNICAL EQUIPMENT REFERENCE
⊙	EQUIPMENT REFERENCE

**FOUNDRY SCHOOL DISTRICT 70-1**  
**NEW FORT COLLINS HIGH SCHOOL**  
**FORT COLLINS, COLORADO**

revisions: \_\_\_\_\_  
drawn by: \_\_\_\_\_  
date: \_\_\_\_\_  
cod. file: 3330E34

**LEGEND**

project no.: \_\_\_\_\_  
revision no.: \_\_\_\_\_  
sheet: **E0-1** of \_\_\_\_\_





1200 West Colfax Avenue, Suite 4-400  
 Lakewood, Colorado 80215 (303) 239-0098

**MTI**  
 Group  
 Consulting Engineers

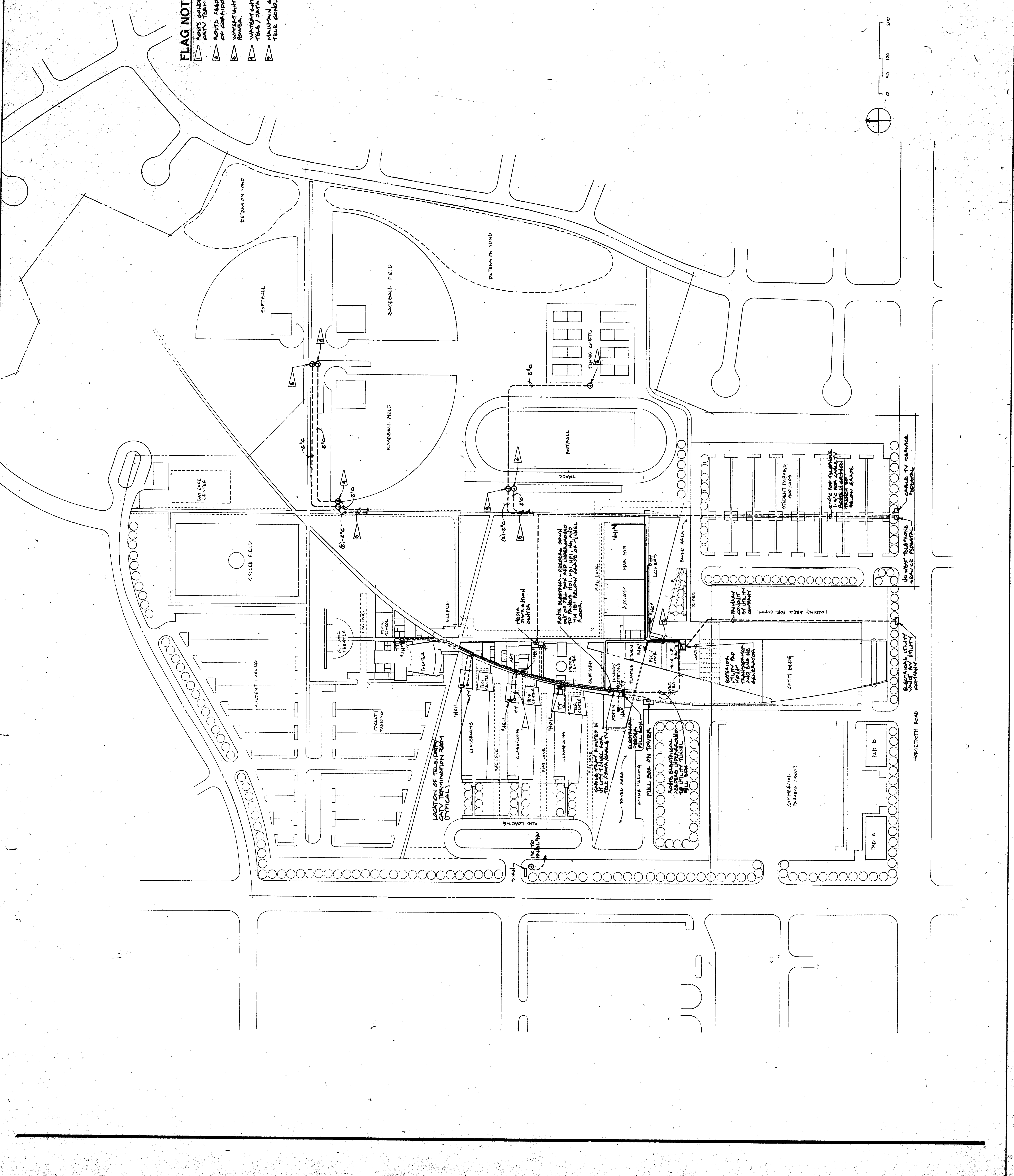
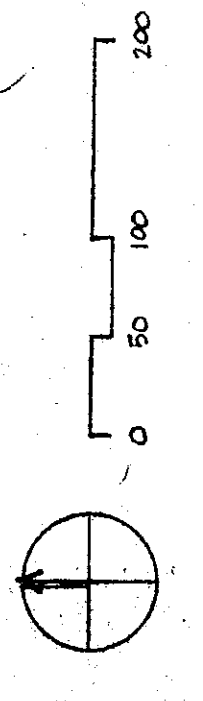
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 NEW FORT COLLINS  
 HIGH SCHOOL  
 FORT COLLINS  
 COLORADO**

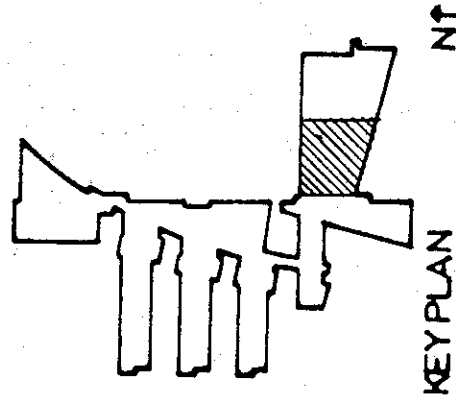
REVISIONS	DATE	DRAWN BY	COO. RE.

Project no:  
**E1-1**  
 of

**FLAG NOTES**

- 1. NOTE: SYMBOLS SHOWN ON FLOOR PLANS FROM THE/DOWN DATA TERMINATION POINT TO CHANGE FROM (TYPICAL) TO (AS SHOWN).
- 2. NOTE: REFER TO ME, HK AND HPI IN DESIGN SPACE OF CONDUITS.
- 3. WATERPROOF FLOOR WITH GRADE FILL BOX FOR FUTURE REVIEW.
- 4. WATERPROOF FLOOR WITH GRADE FILL BOX FOR FUTURE REVIEW.
- 5. MAINTAIN 6" SEPARATION BETWEEN POWER AND TELE CONDUITS.



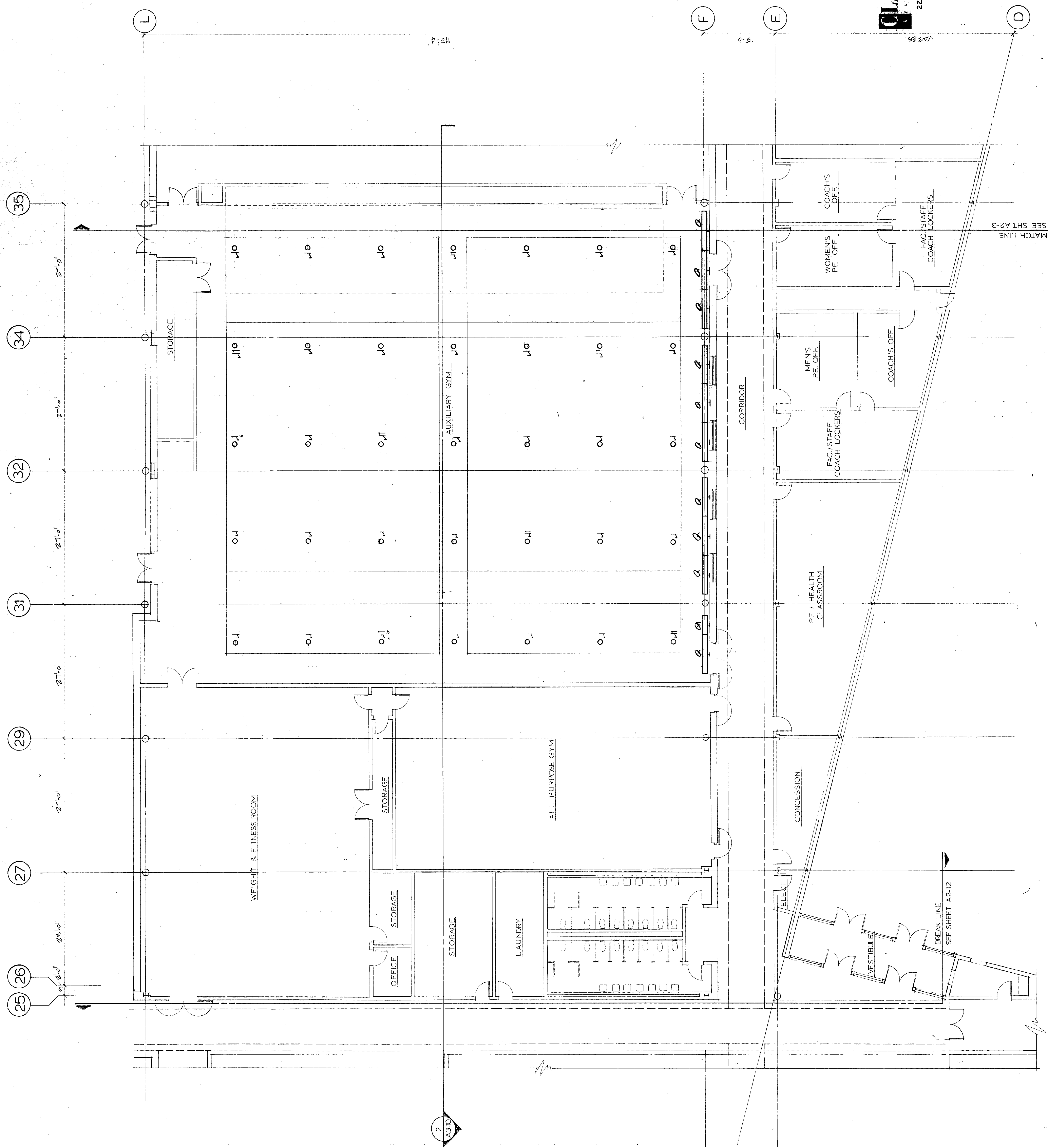


ARCHITECTURAL HORIZONS  
4730 S. COLLEGE BLVD. SUITE 206 FORT COLLINS, CO 80525  
(970) 225-2704  
with Perkins & Will

revisions	date	drawn by	cod file:

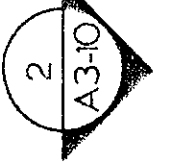
project no:  
sheet: **E2-2**  
FIRST FLOOR PLAN  
AUXILIARY GYM

**CLANTON**  
ENGINEERING  
22 JULY 1992

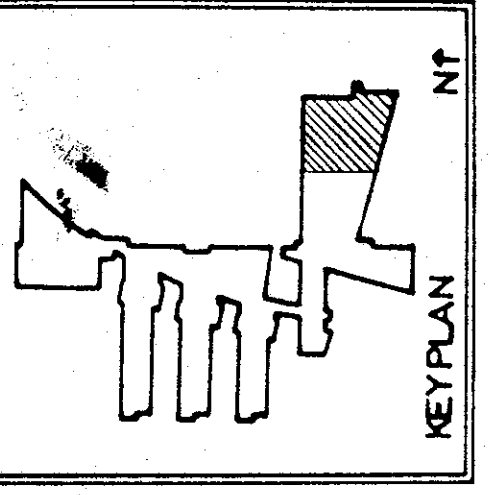


MATCH LINE  
SEE SHT A2-3

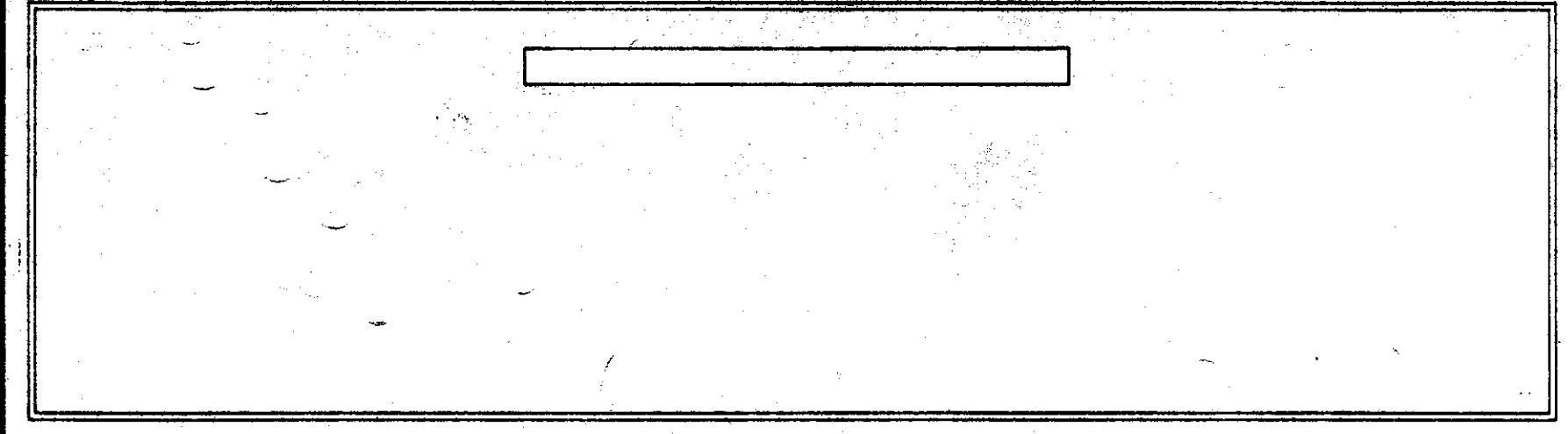
BREAK LINE  
SEE SHEET A2-12







ARCHITECTURAL HORIZONS  
4720 S. COLLEGE SUITE 208 FORT COLLINS, CO 80525  
(970) 225-2704  
with Perkins & Will

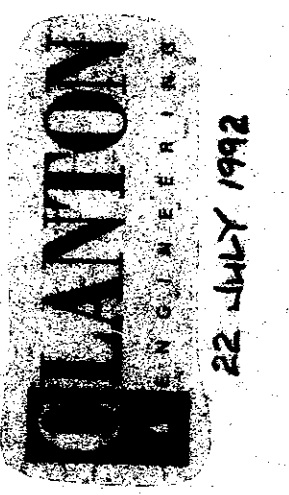
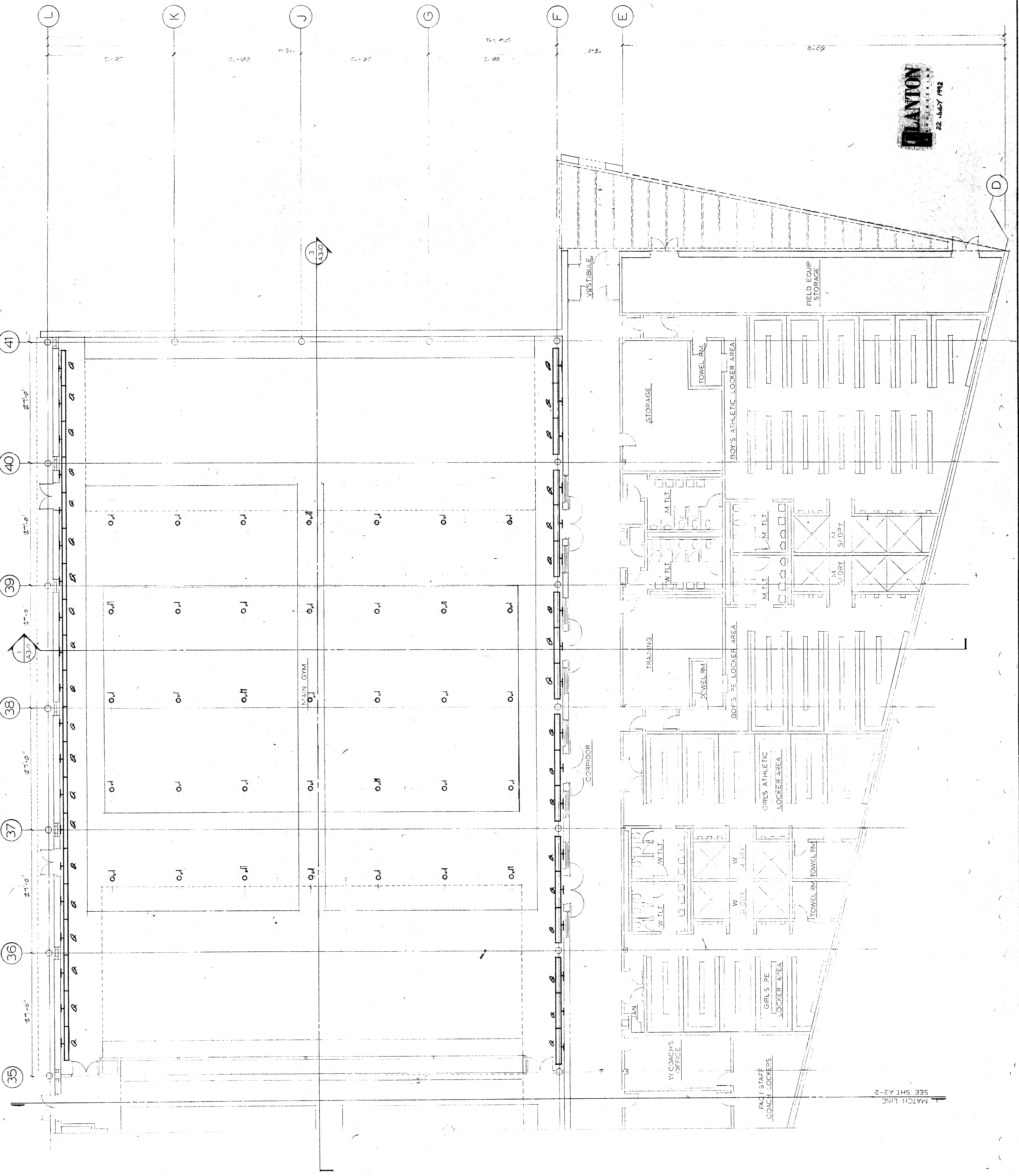


revisions	cod	file:

date: \_\_\_\_\_  
drawn by: \_\_\_\_\_

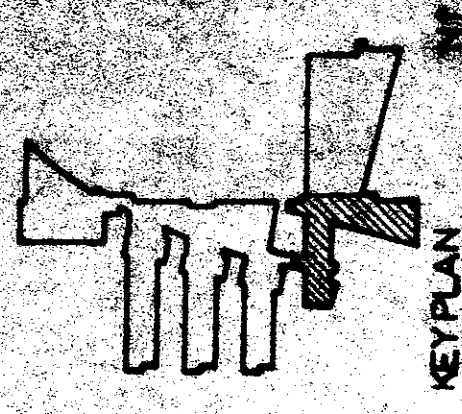
FIRST FLOOR PLAN  
MAIN GYM / LOCKER ROOMS

Project no: \_\_\_\_\_  
sheet: **E2-3**



MATCH LINE  
SEE SHIT A2-2

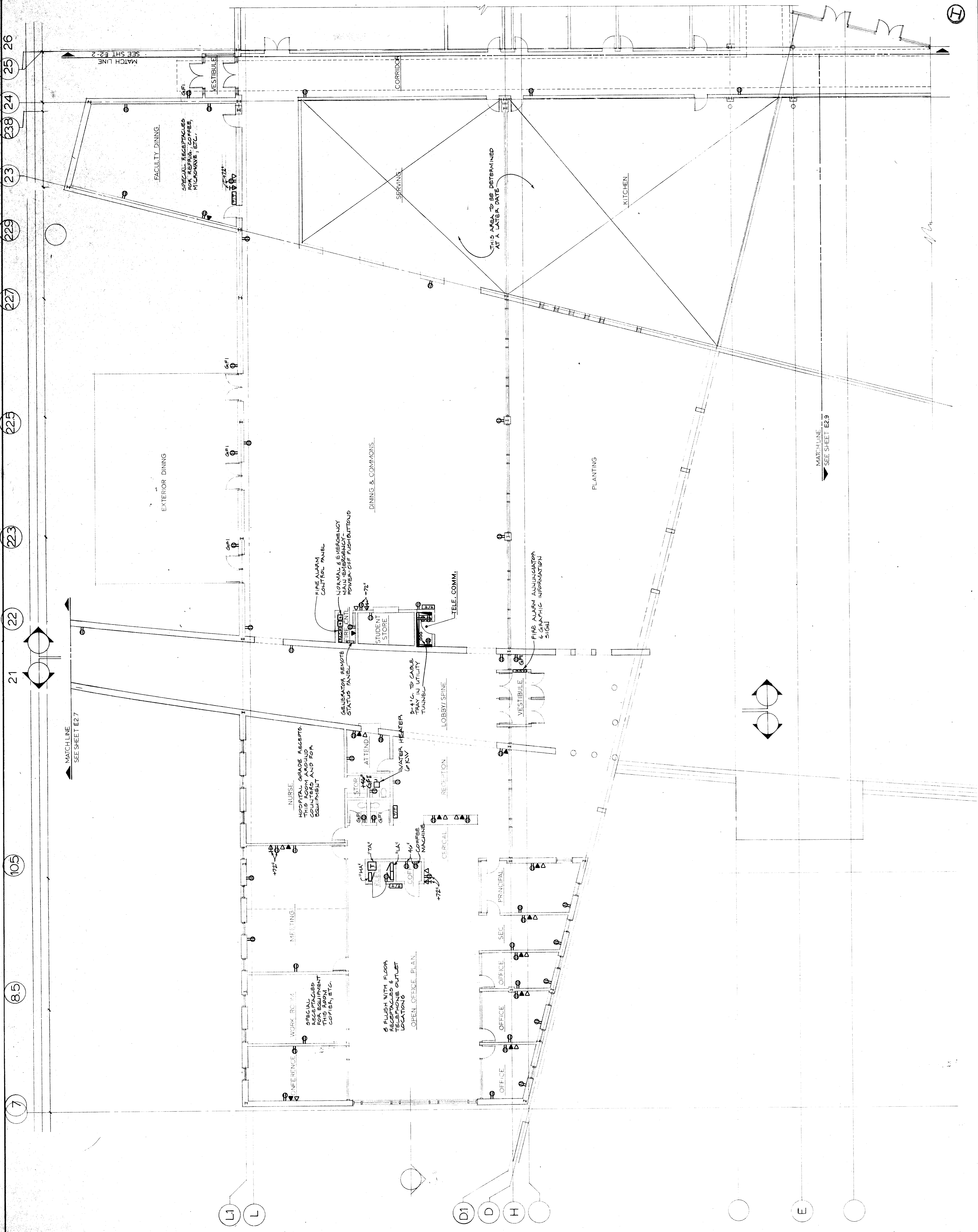


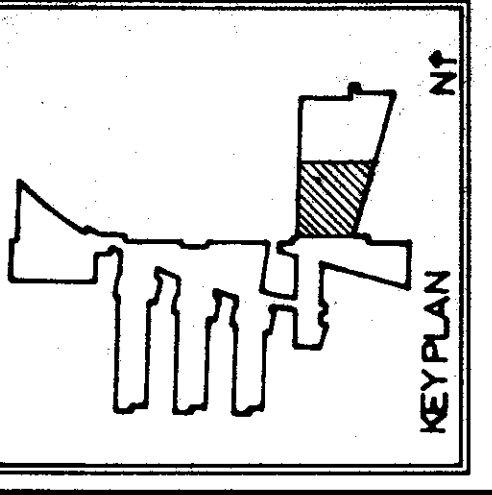


ARCHITECTURAL WORKS  
4730 S. COLLEGE AVENUE SUITE 200 FORT COLLINS, CO 80525  
(303) 225-2704  
With Perkins & Will

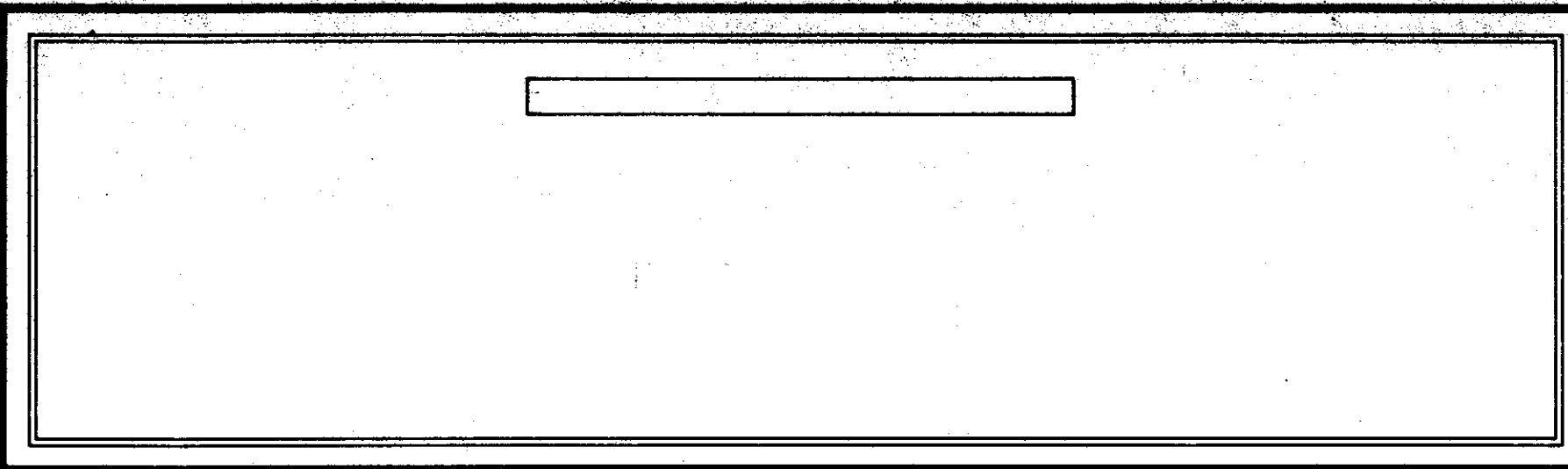
REVISIONS	DATE	BY

Project no:  
sheet: **E3-1**  
FIRST FLOOR PLAN  
ADMINISTRATION / DINING /  
COMMONS





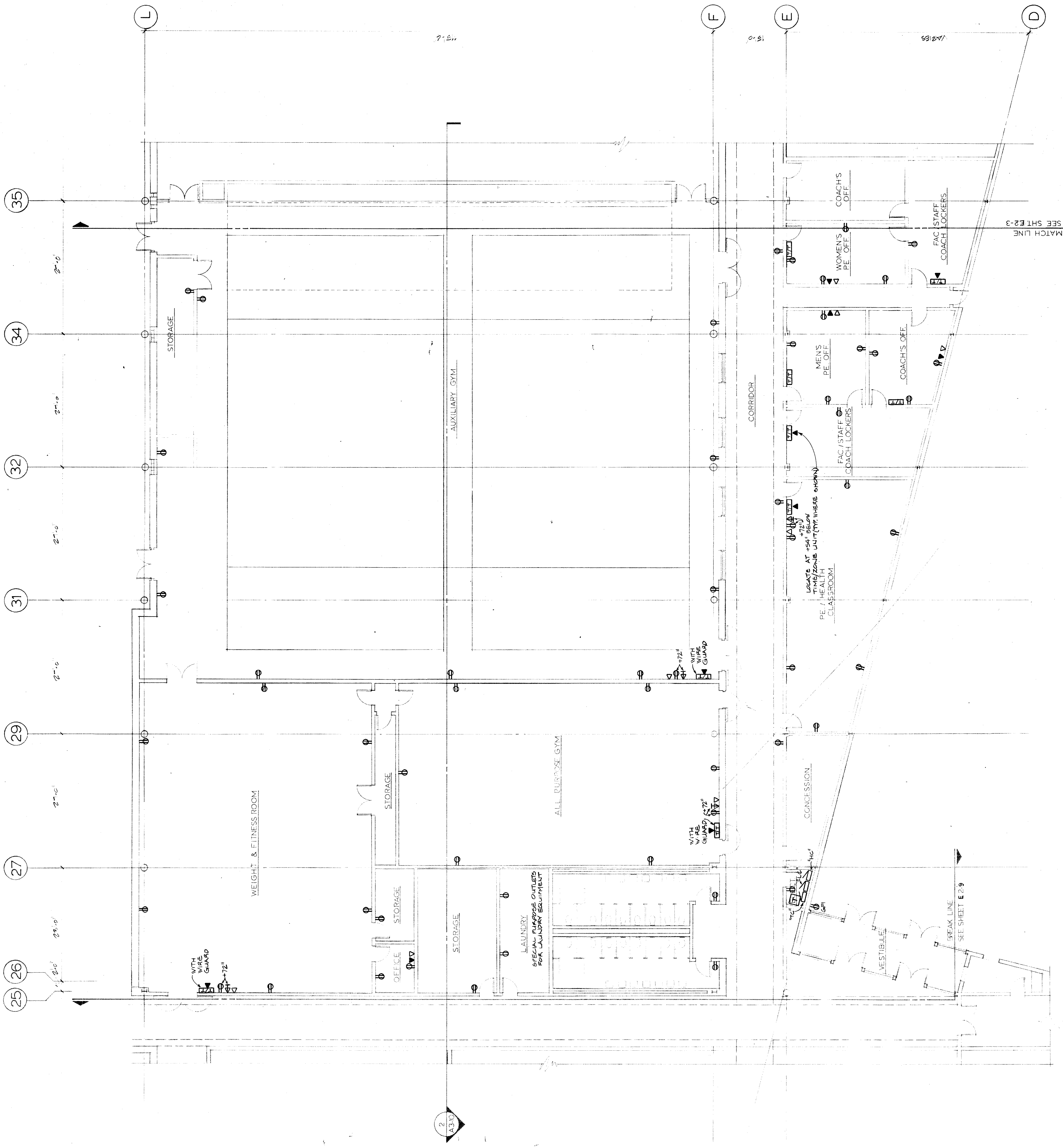
ARCHITECTURAL HORIZONS  
4730 S. COLLEGE BLVD. SUITE 208 FORT COLLINS, CO 80525  
(970) 225-2704  
with Perkins & Will



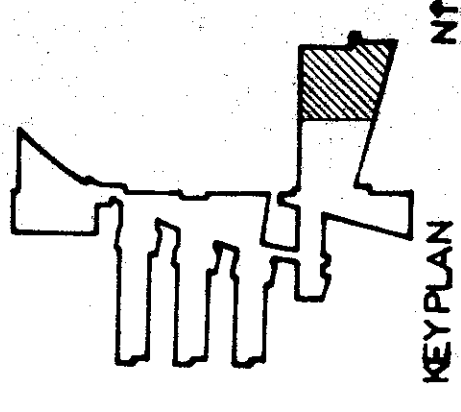
revisions
date:
drawn by:
cod. file:

PROJECT no. **E3-2**  
of **E3-2**  
FIRST FLOOR PLAN  
AUXILIARY GYM

Project no. **E3-2**  
of **E3-2**





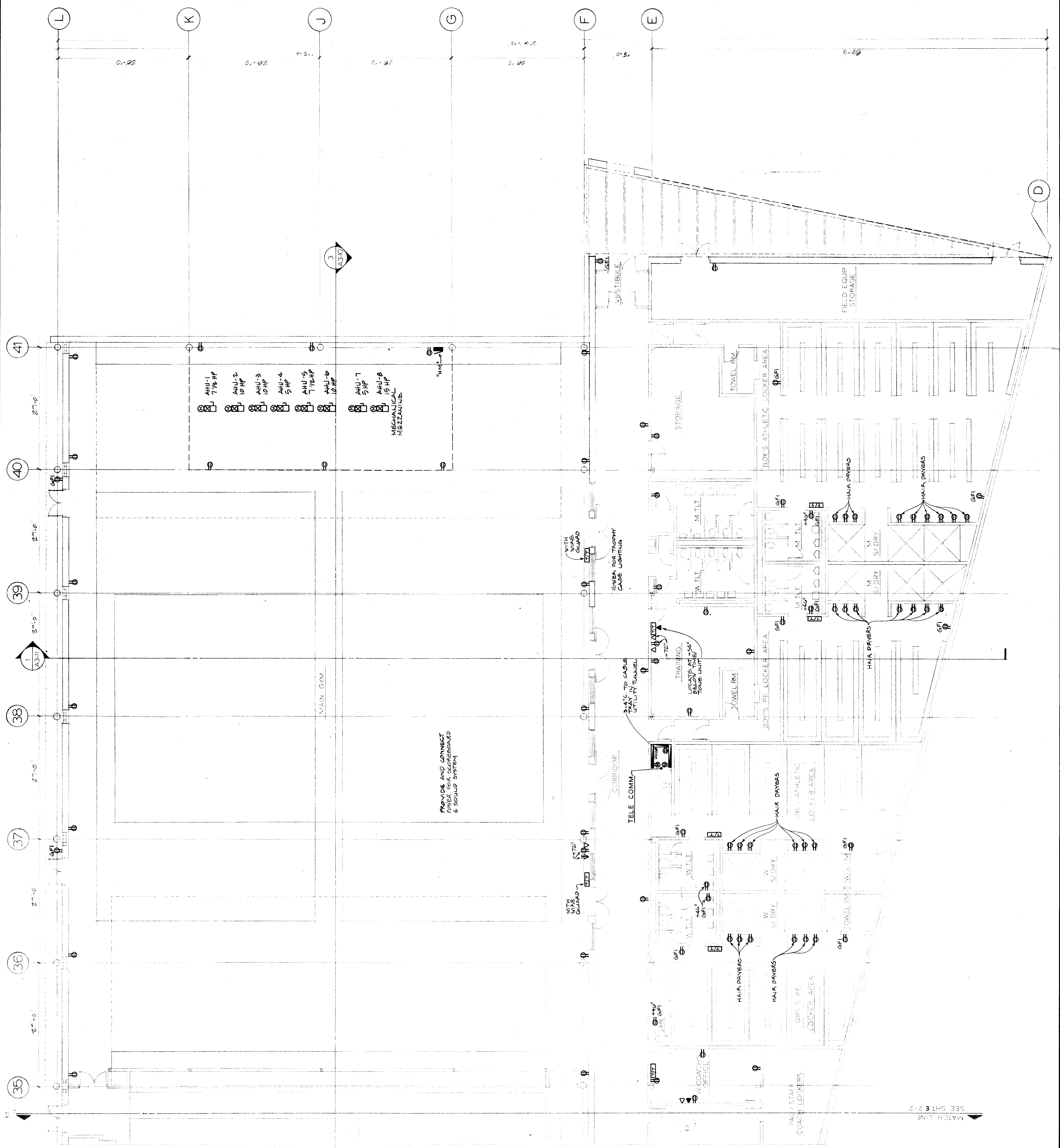


ARCHITECTURAL WORKS  
4730 S. COLLEGE AVENUE SUITE 200 P.O. BOX 1000  
(303) 225-2704  
With Perkins & Will

REVISIONS	DATE	BY	APP'D

PROJECT NO: **E3-3**  
FIRST FLOOR PLAN  
MAIN GYM / LOCKER ROOMS

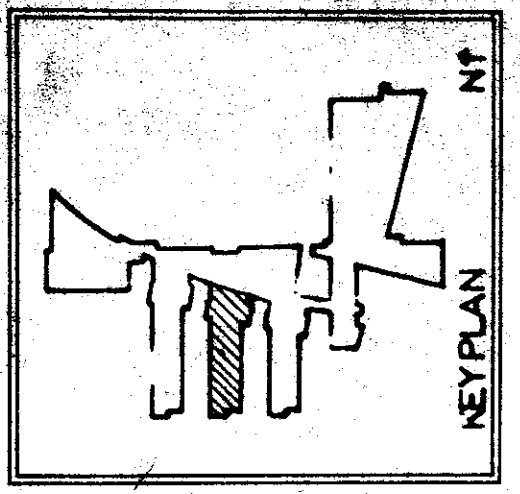
Sheet: **E3-3**  
of



MATCH LINE  
SEE SHEET E-2-2



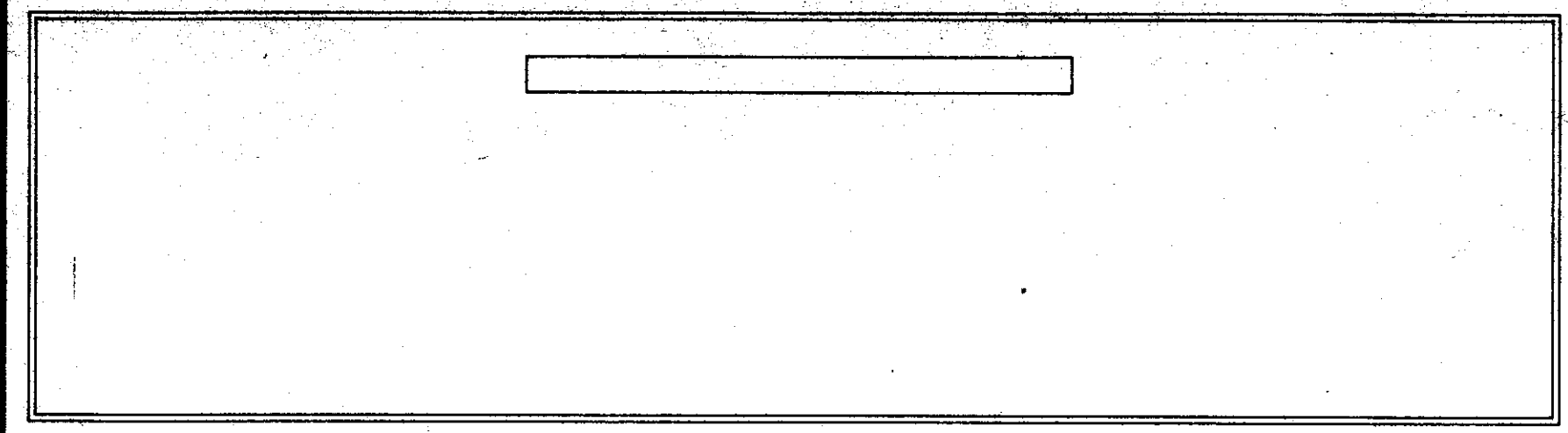




NET PLAN

with Perkins & Will

ARCHITECTURAL HORIZONS  
4730 S. COLLEGE SUITE 206 FORT COLLINS, CO 80525  
(303) 229-2704



revisions:

drawn by: \_\_\_\_\_  
date: \_\_\_\_\_  
cod file: \_\_\_\_\_

FIRST FLOOR PLAN  
ACADEMIC WING B

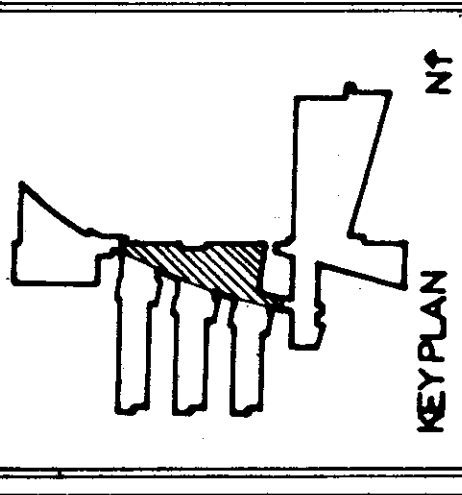
Project no:  
**E3-5**  
sheet: 10



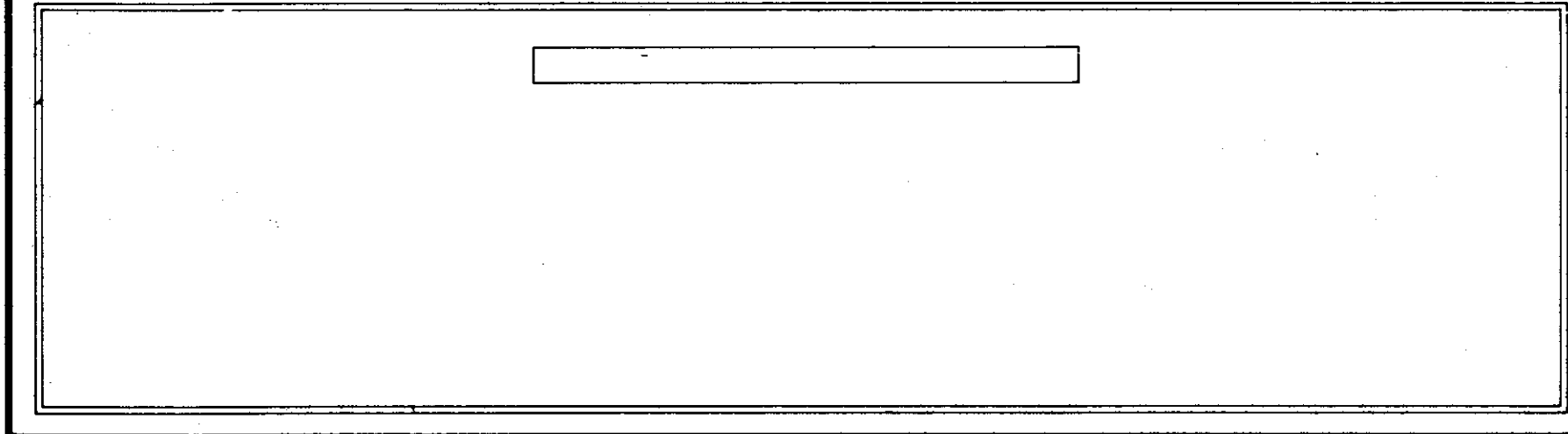








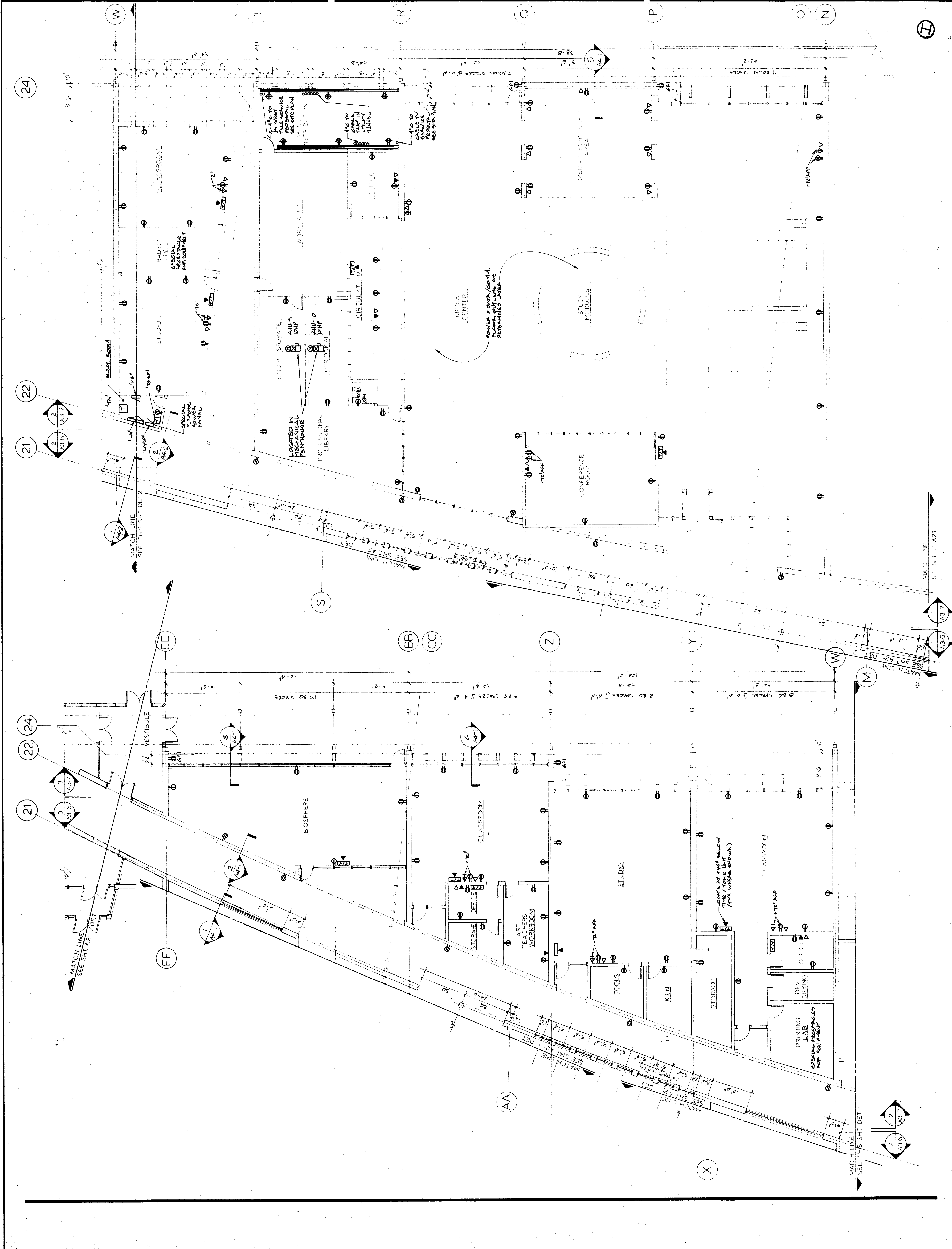
ARCHITECTURAL HORIZONS 4700 S. COLLEGE SUITE 202 FORT COLLINS, CO 80525  
 (303) 225-2704  
**with Perkins & Will**

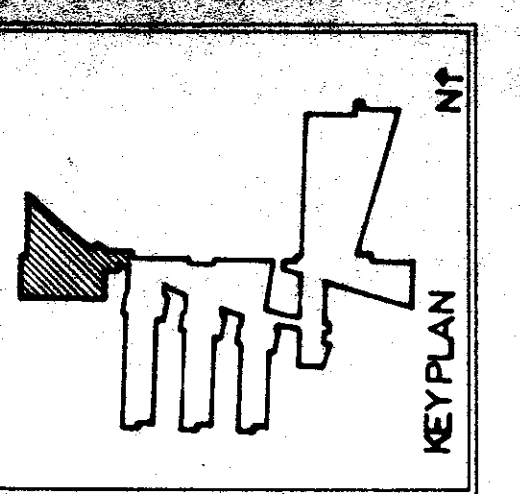


REVISIONS	code file:
	drawn by:
	date:

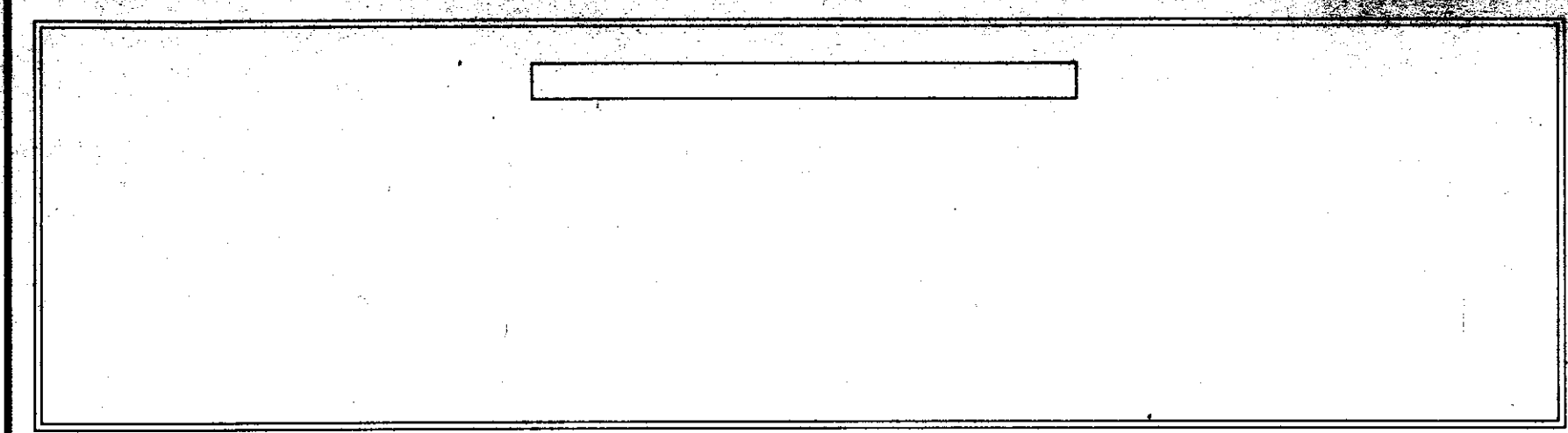
**FIRST FLOOR PLAN**  
**LIBRARY/ART/SHARED**

Project no:  
**E3-7**  
 of:





ARCHITECTURAL HORIZONS  
 4730 S. COLLEGE SUITE 208 FORT COLLINS, CO 80525  
 (970) 225-2704  
 with Perkins & Will



NO.	DATE	BY	REVISIONS

FIRST FLOOR PLAN  
 PERFORMING ARTS CENTER

Project no: **E3-8**  
 Sheet: **01**

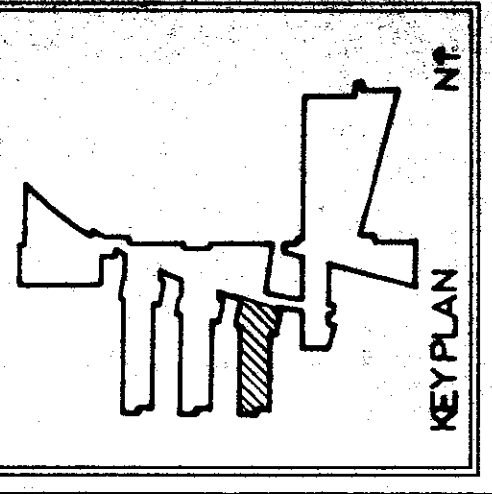


MATCH LINE  
 SEE DET 2 THIS SHIT

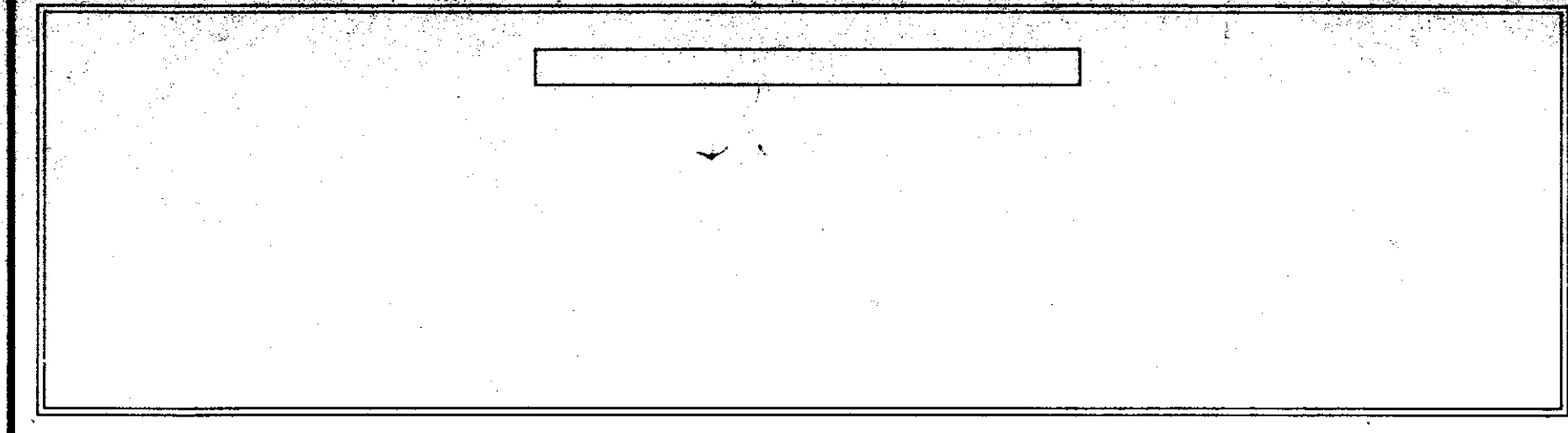








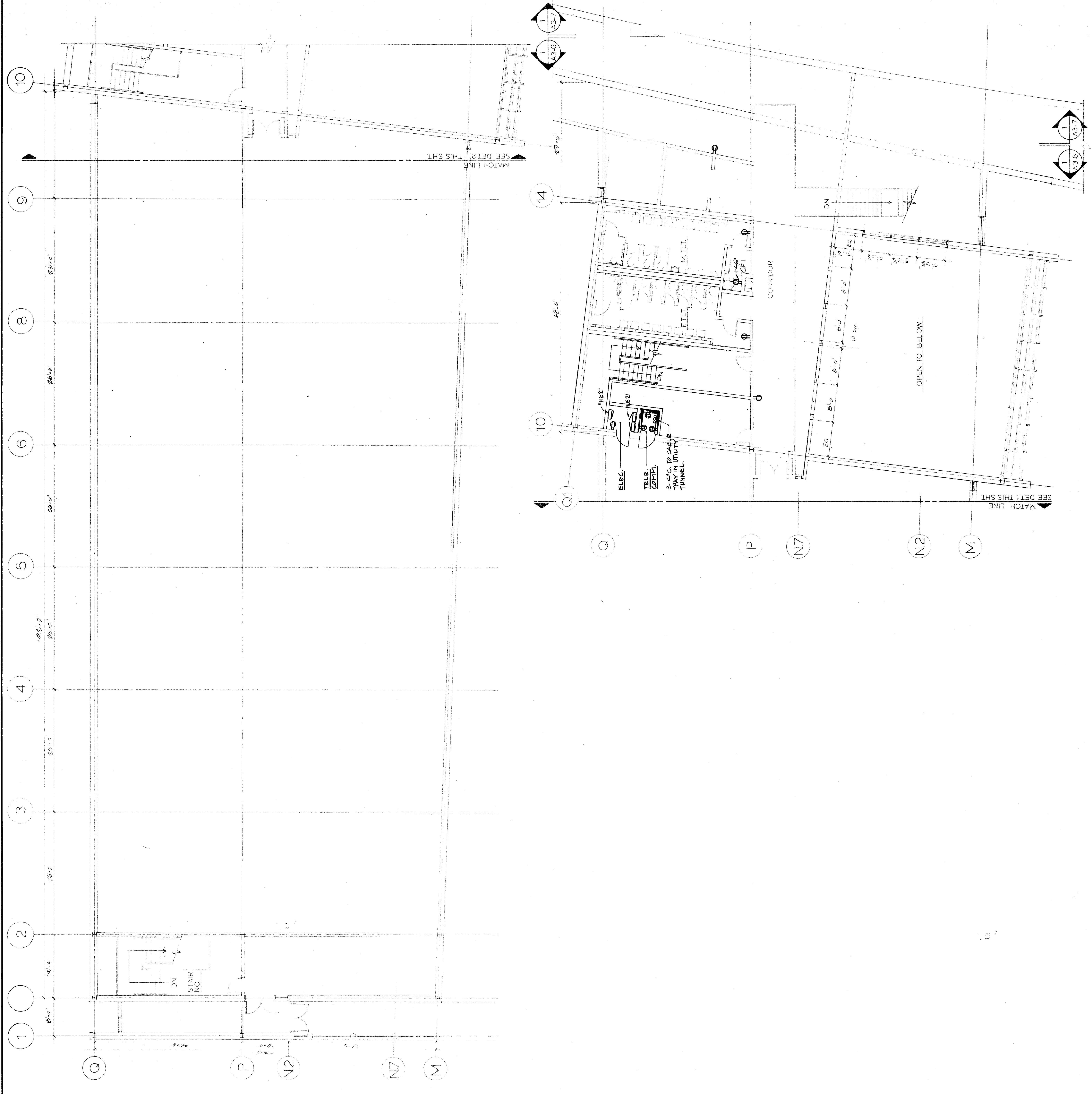
ARCHITECTURAL HORIZONS 4700 S. COLLEGE BLVD. SUITE 200 FORT COLLINS, CO 80525  
 (970) 225-2704  
 with Perkins & Will

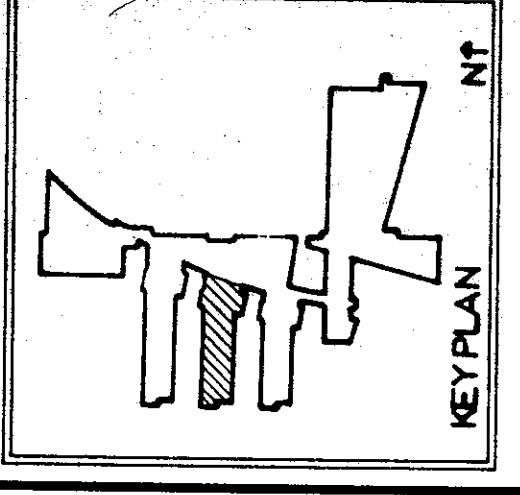


revisions:
date:
code file:
drawn by:

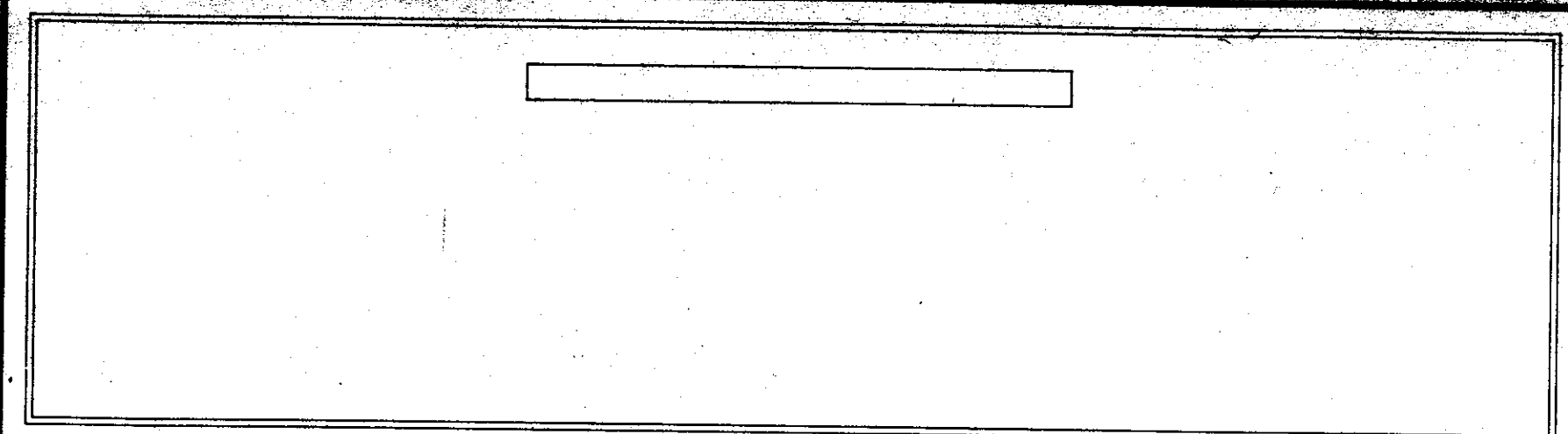
SECOND FLOOR PLAN  
 ACADEMIC WING A

Project no:  
**E3-10**  
 sheet:





ARCHITECTURAL HORIZONS  
 4730 S. COLLEGE BLVD. SUITE 206 FORT COLLINS, CO 80525  
 (303) 225-2704  
 with Perkins & Will



revisions	date	drawn by	cod file

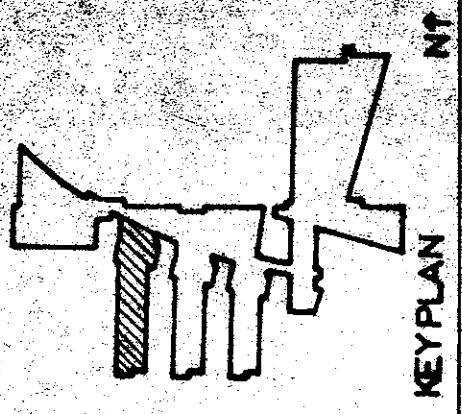
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 ACADEMIC WING B

Project no:  
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 sheet:

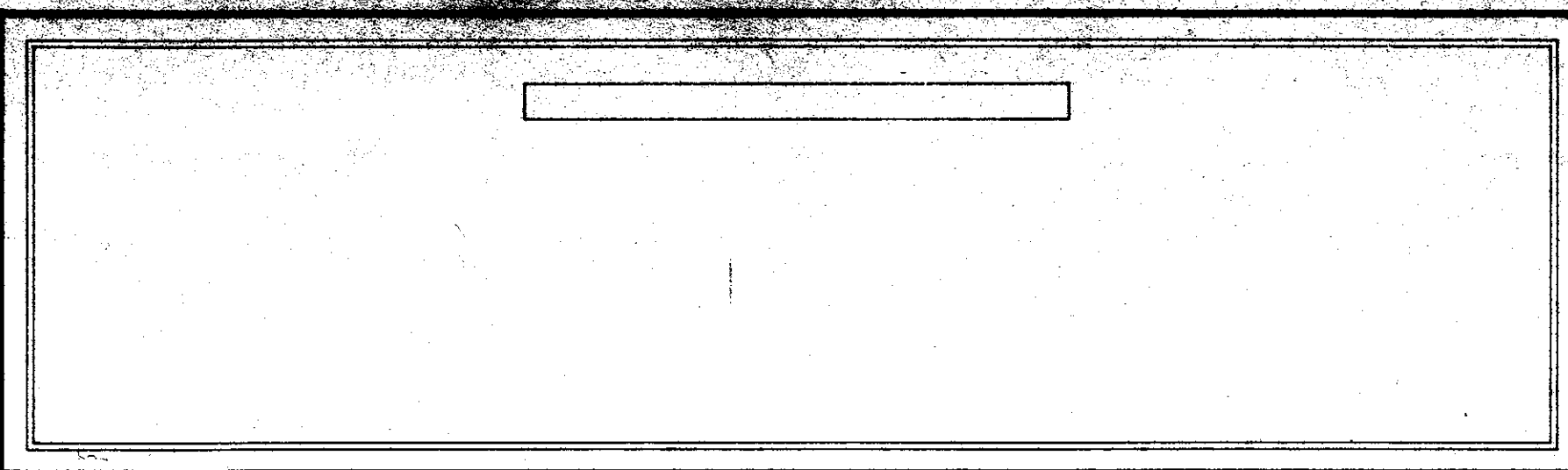


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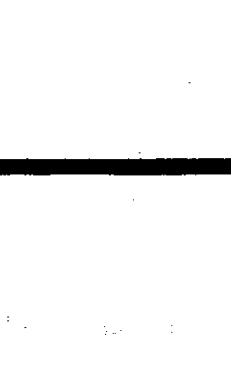
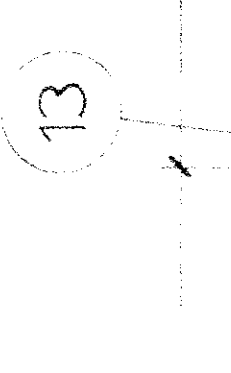
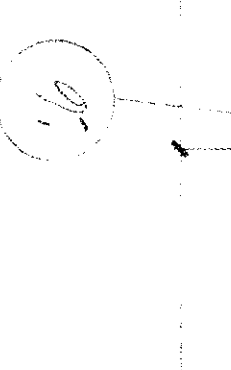
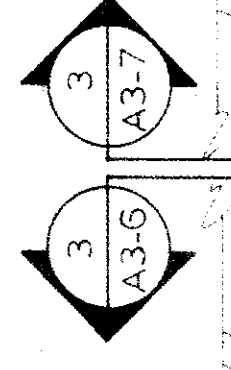
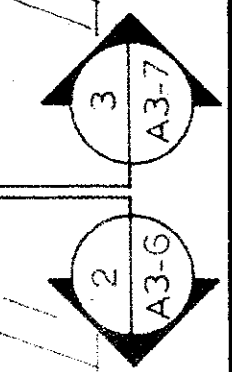
ARCHITECTURAL HORIZONS  
470 S. COLLEGE AVE. SUITE 208 FORT COLLINS, CO 80502  
(970) 225-2704  
with Perkins & Will



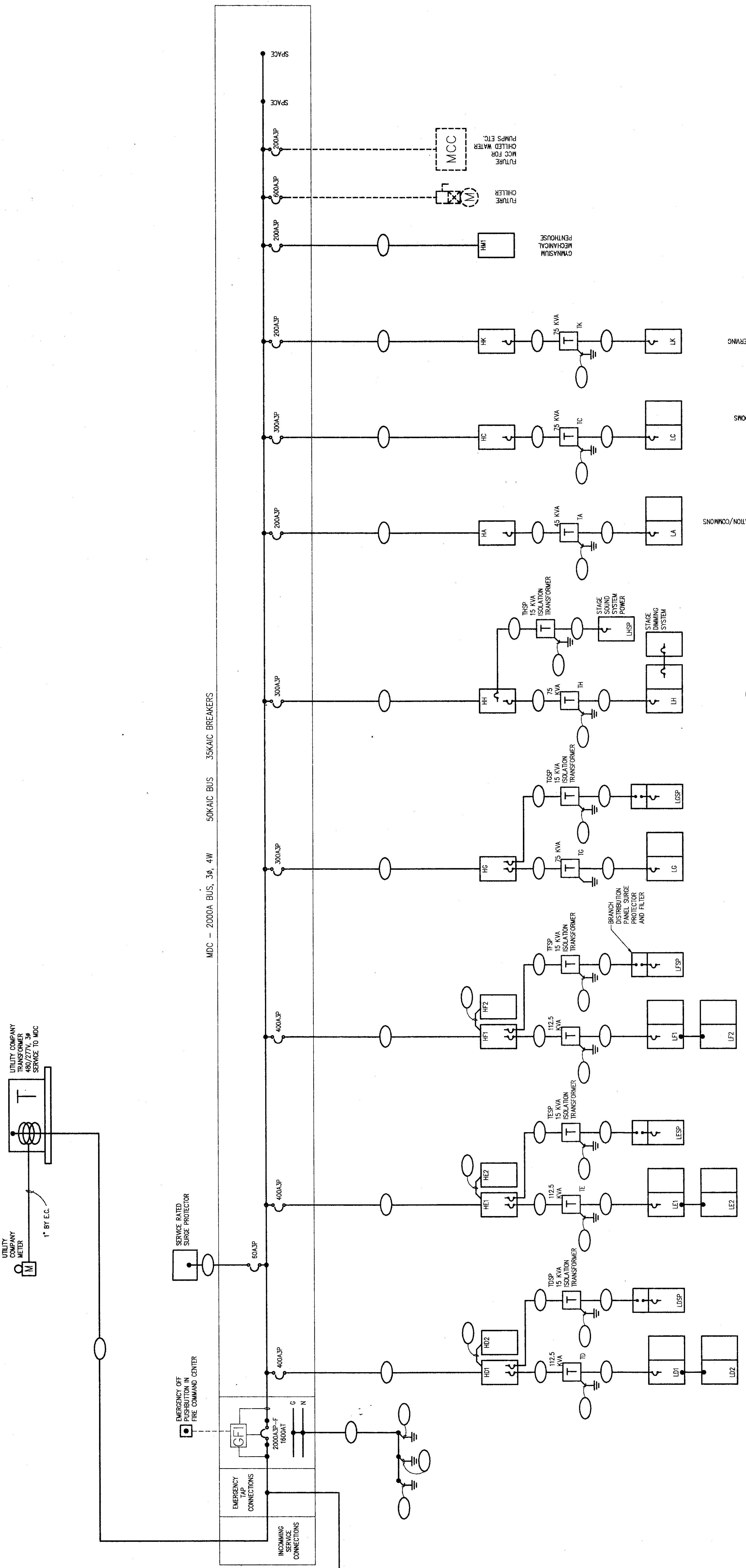
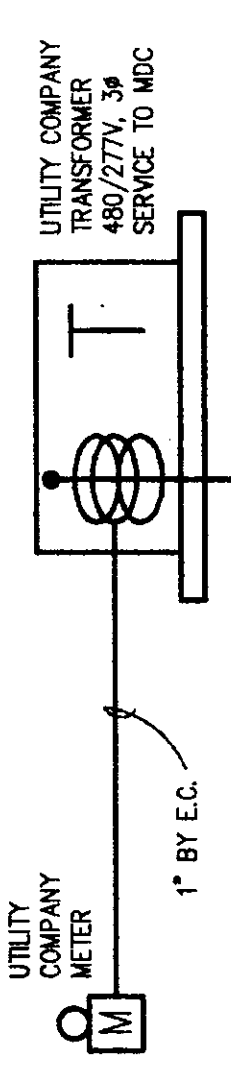
revisions	date	drawn by	cod file:

SECOND FLOOR PLAN  
ACADEMIC WING C

Project no:  
sheet: **E3-12**  
of: 12

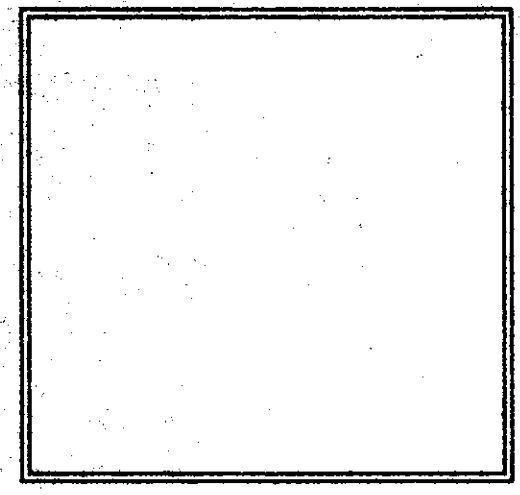






CONTINUED ON SHEET E-30

PARTIAL ONE-LINE DIAGRAM



**ZMT Group**  
Consulting Engineers  
12500 West Colfax Avenue, Suite A-400  
Lafayette, Colorado 80215 (303) 239-0909

FOUNTAIN SCHOOL DISTRICT #1  
NEW FOUNTAIN SCHOOL  
FORT COLLINS  
COLORADO

date:	3/30/02
drawn by:	
revisions:	

DATE: 3/30/02  
DRAWN BY: [blank]

project no.:  
revision no.:  
sheet: **E4-1**  
of:





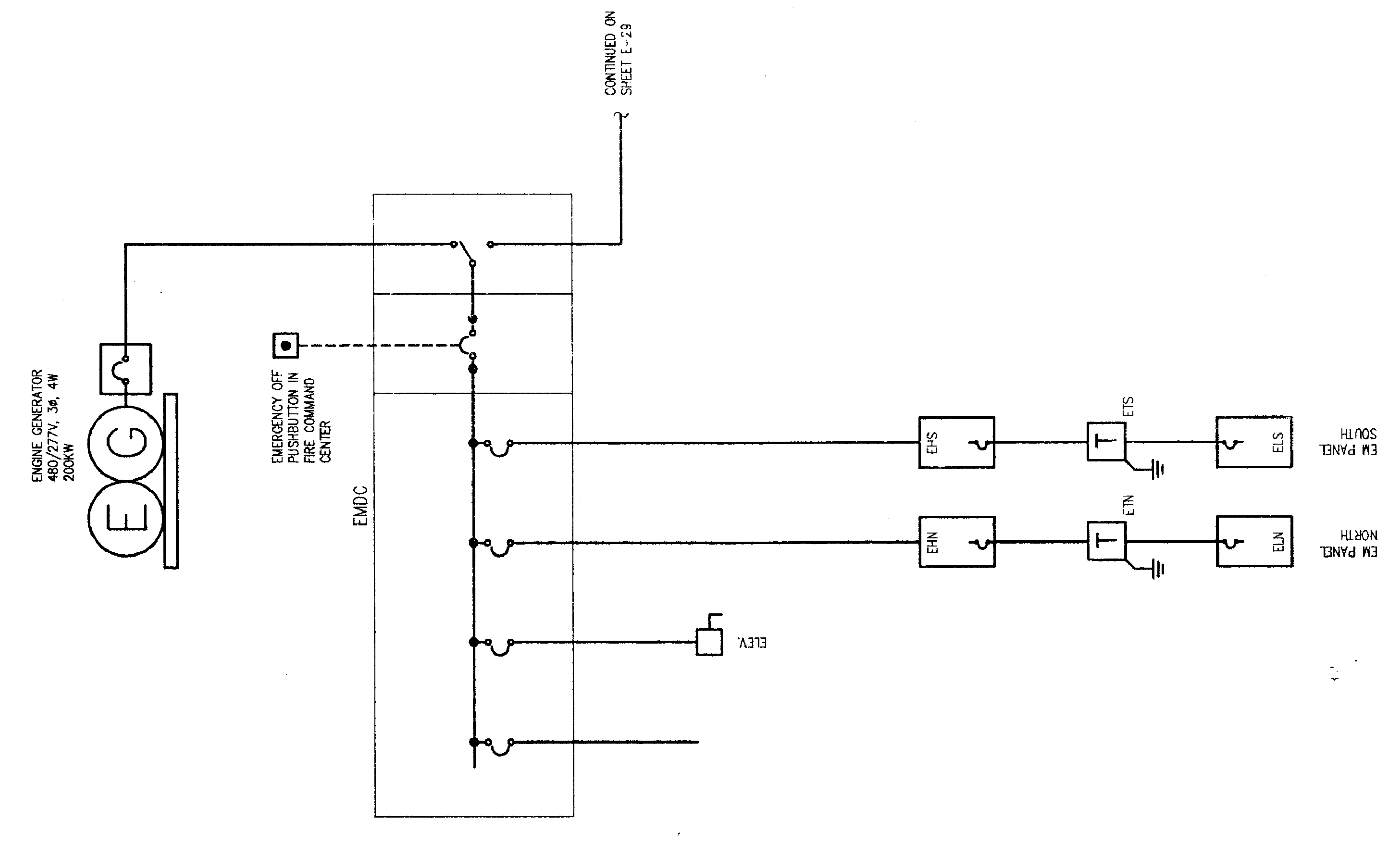
of:  
sheet: **E4-2**  
revision no:  
project no:

**PARTIAL ONE-LINE  
DIAGRAM**

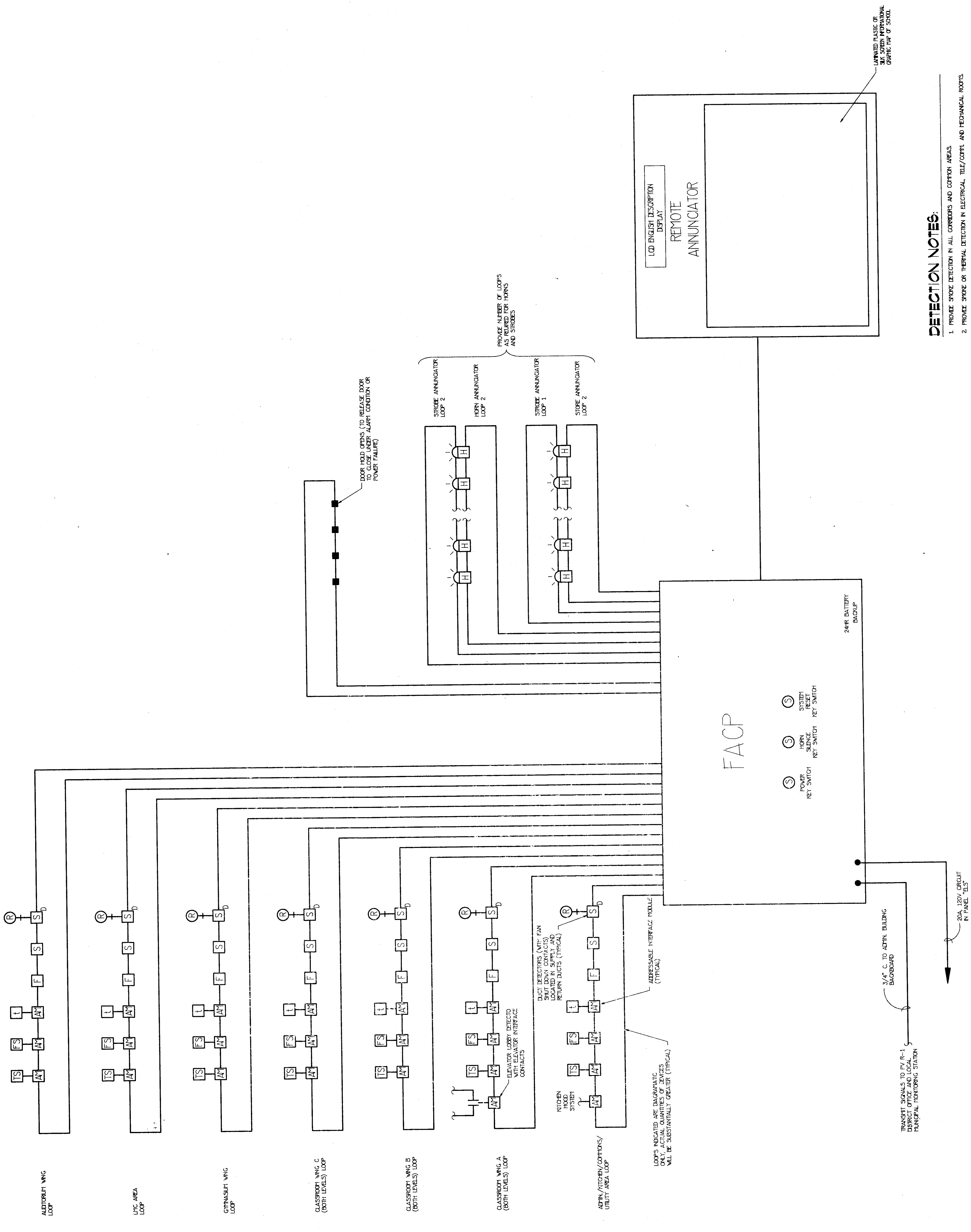
cad file: 3330129  
date:  
drawn by:  
revisions:

**POUDRE SCHOOL DISTRICT N-1  
NEW FORT COLLINS  
HIGH SCHOOL  
FORT COLLINS  
COLORADO**

**MMI  
Group  
Consulting Engineers**  
12800 West Colfax Avenue, Suite A-400  
Lafayette, Colorado 80215 (303) 239-0909



**PARTIAL ONE-LINE DIAGRAM**



- DETECTION NOTES:**
1. PROVIDE STROBE DETECTION IN ALL CORRIDORS AND COMMON AREAS
  2. PROVIDE STROBE OR THERMAL DETECTION IN ELECTRICAL, TELL/OFFICE, AND MECHANICAL ROOMS
  3. PROVIDE DETECTION AT HIGHEST LEVEL IN ALL STAIRWAYS, ELEVATOR SHAFTS AND OPEN 2-3 STORY COMMON AREAS
  4. PROVIDE MANUAL PULL STATIONS AT ALL EXITS
  5. MONITOR ALL FLOW SWITCHES, TAMPERS SWITCHES AND SPECIAL EXHAUSTING SYSTEMS AS REQUIRED
  6. PROVIDE DUCT DETECTION IN SUPPLY AND RETURN DUCTS OF EACH MAKE-UP AIR UNIT AND FAN UNIT EXCEEDING 2000CFM
  7. ALL DEVICES SHALL BE LOCATED PER NFPA REQUIREMENTS

**FIRE ALARM RISER**  
 NO SCALE







12800 West Colfax Avenue, Suite A-400  
 Lakewood, Colorado 80215 (303) 233-0099  
**RTI**  
 Group  
 Consulting Engineers

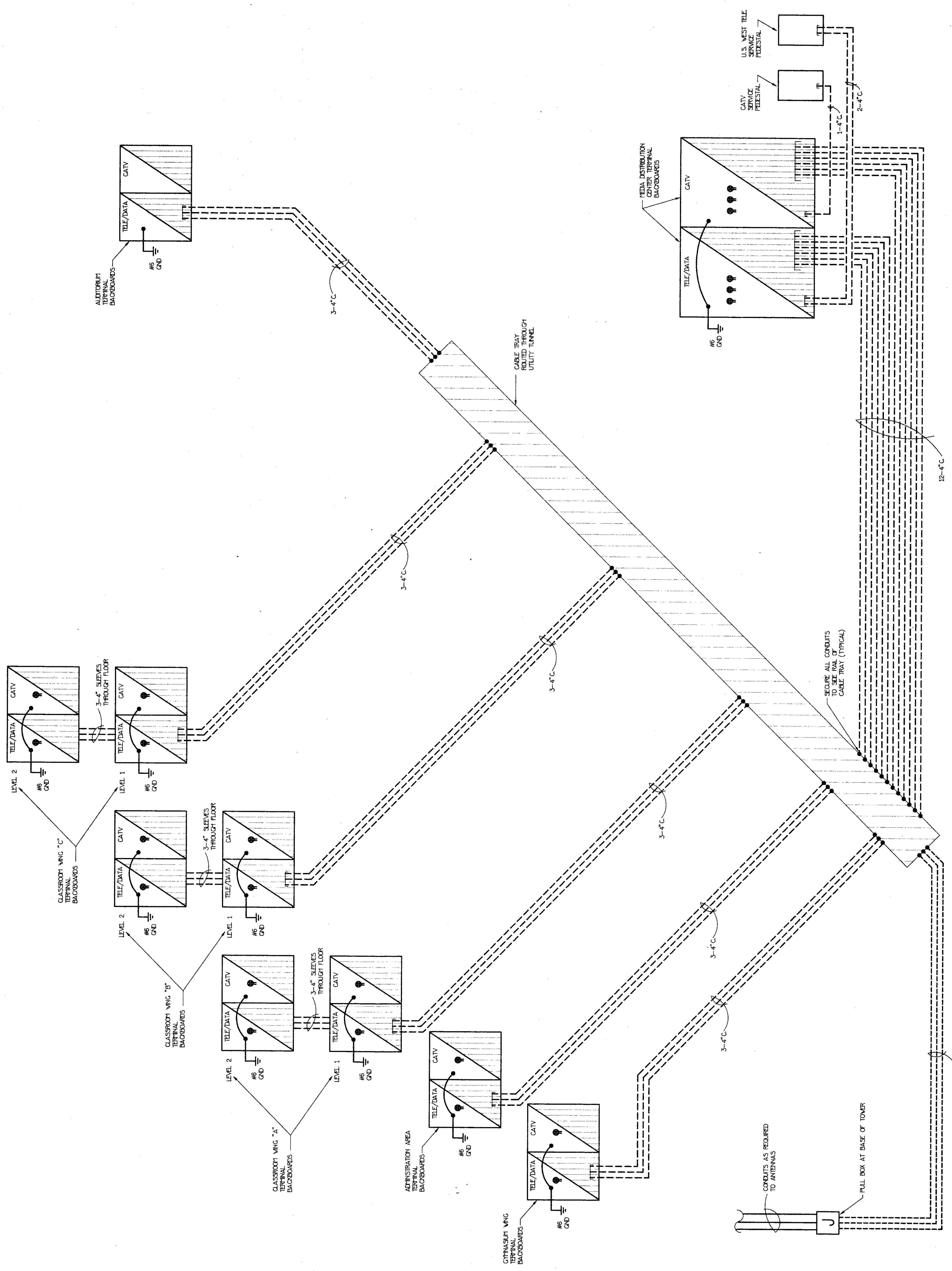
**FOURTH SCHOOL DISTRICT R-1  
 NEW FORT COLLINS  
 HIGH SCHOOL  
 FORT COLLINS  
 COLORADO**

date: \_\_\_\_\_  
 drawn by: WCK  
 Cod. No. 3330E32

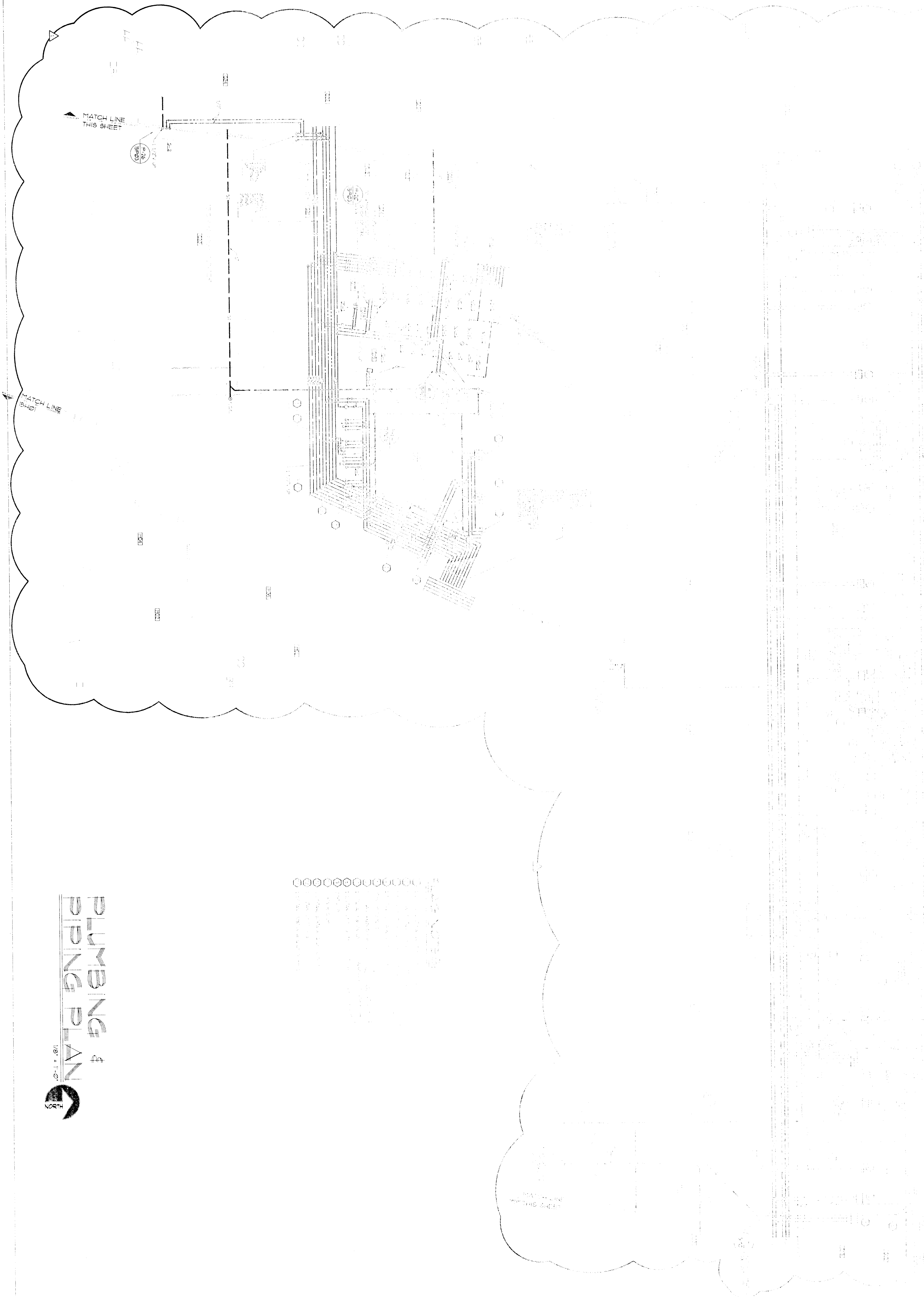
**TELEPHONE  
 ONE-LINE DIAGRAM**

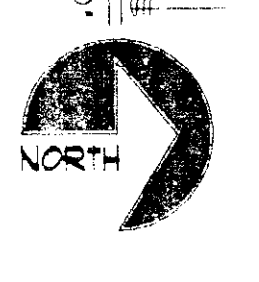
project no.: \_\_\_\_\_  
 revision no.: \_\_\_\_\_  
 sheet: \_\_\_\_\_ of \_\_\_\_\_

**E4-4**

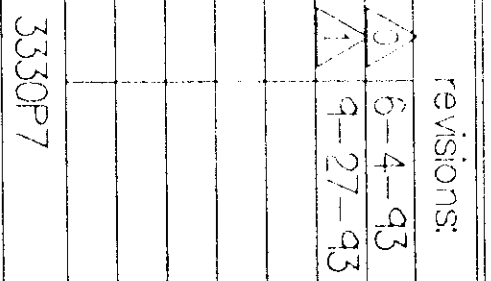



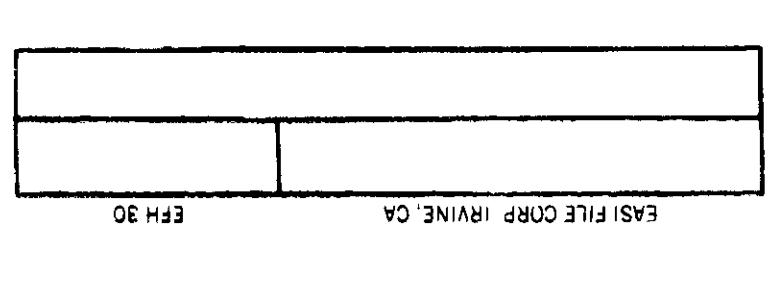
G:\3330\3330P7.DWG  
PLOTTED 04-22-93  
42.7 X 31.4 INCH VBP7 03/25/93  
TBY ACAD92



**PLUMBING & PIPING PLAN**  
 1/8" = 1'-0"  


Legend  
 00000000000000  
 1/2" 40# SCHEDULE 40 STEEL PIPE  
 3/4" 40# SCHEDULE 40 STEEL PIPE  
 1" 40# SCHEDULE 40 STEEL PIPE  
 1 1/2" 40# SCHEDULE 40 STEEL PIPE  
 2" 40# SCHEDULE 40 STEEL PIPE  
 3" 40# SCHEDULE 40 STEEL PIPE  
 4" 40# SCHEDULE 40 STEEL PIPE  
 6" 40# SCHEDULE 40 STEEL PIPE  
 8" 40# SCHEDULE 40 STEEL PIPE  
 10" 40# SCHEDULE 40 STEEL PIPE  
 12" 40# SCHEDULE 40 STEEL PIPE  
 16" 40# SCHEDULE 40 STEEL PIPE  
 20" 40# SCHEDULE 40 STEEL PIPE  
 24" 40# SCHEDULE 40 STEEL PIPE  
 30" 40# SCHEDULE 40 STEEL PIPE  
 36" 40# SCHEDULE 40 STEEL PIPE  
 42" 40# SCHEDULE 40 STEEL PIPE  
 48" 40# SCHEDULE 40 STEEL PIPE  
 54" 40# SCHEDULE 40 STEEL PIPE  
 60" 40# SCHEDULE 40 STEEL PIPE  
 72" 40# SCHEDULE 40 STEEL PIPE  
 84" 40# SCHEDULE 40 STEEL PIPE  
 96" 40# SCHEDULE 40 STEEL PIPE  
 108" 40# SCHEDULE 40 STEEL PIPE  
 120" 40# SCHEDULE 40 STEEL PIPE  
 132" 40# SCHEDULE 40 STEEL PIPE  
 144" 40# SCHEDULE 40 STEEL PIPE  
 156" 40# SCHEDULE 40 STEEL PIPE  
 168" 40# SCHEDULE 40 STEEL PIPE  
 180" 40# SCHEDULE 40 STEEL PIPE  
 192" 40# SCHEDULE 40 STEEL PIPE  
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 264" 40# SCHEDULE 40 STEEL PIPE  
 276" 40# SCHEDULE 40 STEEL PIPE  
 288" 40# SCHEDULE 40 STEEL PIPE  
 300" 40# SCHEDULE 40 STEEL PIPE  
 312" 40# SCHEDULE 40 STEEL PIPE  
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 420" 40# SCHEDULE 40 STEEL PIPE  
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 540" 40# SCHEDULE 40 STEEL PIPE  
 552" 40# SCHEDULE 40 STEEL PIPE  
 564" 40# SCHEDULE 40 STEEL PIPE  
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 624" 40# SCHEDULE 40 STEEL PIPE  
 636" 40# SCHEDULE 40 STEEL PIPE  
 648" 40# SCHEDULE 40 STEEL PIPE  
 660" 40# SCHEDULE 40 STEEL PIPE  
 672" 40# SCHEDULE 40 STEEL PIPE  
 684" 40# SCHEDULE 40 STEEL PIPE  
 696" 40# SCHEDULE 40 STEEL PIPE  
 708" 40# SCHEDULE 40 STEEL PIPE  
 720" 40# SCHEDULE 40 STEEL PIPE  
 732" 40# SCHEDULE 40 STEEL PIPE  
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 780" 40# SCHEDULE 40 STEEL PIPE  
 792" 40# SCHEDULE 40 STEEL PIPE  
 804" 40# SCHEDULE 40 STEEL PIPE  
 816" 40# SCHEDULE 40 STEEL PIPE  
 828" 40# SCHEDULE 40 STEEL PIPE  
 840" 40# SCHEDULE 40 STEEL PIPE  
 852" 40# SCHEDULE 40 STEEL PIPE  
 864" 40# SCHEDULE 40 STEEL PIPE  
 876" 40# SCHEDULE 40 STEEL PIPE  
 888" 40# SCHEDULE 40 STEEL PIPE  
 900" 40# SCHEDULE 40 STEEL PIPE  
 912" 40# SCHEDULE 40 STEEL PIPE  
 924" 40# SCHEDULE 40 STEEL PIPE  
 936" 40# SCHEDULE 40 STEEL PIPE  
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 960" 40# SCHEDULE 40 STEEL PIPE  
 972" 40# SCHEDULE 40 STEEL PIPE  
 984" 40# SCHEDULE 40 STEEL PIPE  
 996" 40# SCHEDULE 40 STEEL PIPE  
 1000" 40# SCHEDULE 40 STEEL PIPE

of <p style="text-align: center; font-size: 24pt; font-weight: bold;">15G02</p>	project no: PFI-491 revision no: sheet:	<b>LOWER LEVEL          PLUMBING &amp; PIPING PLAN          ACADEMIC WING - 'G'</b>	date: 4-27-93 drawn by: DP/STP 	<b>POUDRE SCHOOL DISTRICT R-1          NEW FORT COLLINS          HIGH SCHOOL</b> FORT COLLINS COLORADO	
--	---	---	--	---	---



# Exhibit C



# DRAFT AIA® Document B305™ – 1993

## Architect's Qualification Statement

DATE: <>  
SUBMITTED TO: <>  
ADDRESS: <>  
NAME OF PROJECT (If Applicable): <>

### 1 BASIC INFORMATION

#### § 1.1 Architect: (Firm Name and Legal Status)

<><>

#### § 1.2 Business Address:

<>

#### § 1.3 Telephone Number:

<>

#### § 1.4 Person to Contact:

<>

#### § 1.5 Type of Organization: (Check one)

- [ <> ] Individual or Sole Proprietorship  
[ <> ] Professional Corporation/Association  
[ <> ] Corporation  
[ <> ] Partnership  
[ <> ] Joint Venture\*  
[ <> ] Other\*

\*If Joint Venture or Other, give details.

<>

### 2 GENERAL STATEMENT OF QUALIFICATIONS

<>

### 3 GENERAL INFORMATION

(This information may be provided via the Architect's brochure which may be attached and listed in Article 8.)

#### § 3.1 Names of Principals:

<>

**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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§ 3.2 Professional History:

<< >>

§ 3.3 Registration Status:

<< >>

§ 3.4 Professional Affiliations:

<< >>

§ 3.5 Key Personnel:

<< >>

§ 3.6 Total Number of Staff:

<< >>

§ 3.7 Number of Registered Architects:

<< >>

§ 3.8 Honors and Awards:

<< >>

§ 3.9 Professional and Civic Involvement:

<< >>

4 RELATED PROFESSIONAL SERVICES

*(List proposed consultants, if applicable.)*

<< >>

§ 4.1 Structural:

<< >>

§ 4.2 Mechanical:

<< >>

§ 4.3 Electrical:

<< >>

§ 4.4 Interior Design:

<< >>

§ 4.5 Others:

<< >>

**5 PROJECTS**

*(Projects for which personnel of this firm had responsible charge while associated with other firms are indicated by an asterisk.)*

§ 5.1 The following projects are representative of the Architect’s recent work. A brief description of each project is attached.

<< >>

§ 5.2 Other representative projects with dates of completion:

<< >>

**6 REFERENCES**

<< >>

**7 STATEMENT OF POTENTIAL CONFLICTS OF INTEREST**

<< >>

**8 ADDITIONAL INFORMATION**

*(If attachments are provided, list them here.)*

<< >>

**ARCHITECT:**

**By:**

I hereby certify that, as of the above date, the information provided in this Architect’s Qualification Statement is true and sufficiently complete so as not to be misleading.

\_\_\_\_\_  
*(Signature)*

<< >><< >>

*(Printed name and title)*





**ARCHITECT:**

« »

**PROJECT:**

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »



**ARCHITECT:**

« »

**PROJECT:**

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »



**ARCHITECT:**

« »

**PROJECT:**

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »





**ARCHITECT:**

« »

**PROJECT:**

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »



# Exhibit D

## FEE SCHEDULE & HOURLY RATES

RFQu# 20-340-001

### CONTRACT AMOUNT:

Base Fee for Architectural, Structural, Mechanical, and Electrical :

\$235,000 (Construction Budget) x percent                      \$

Subtotal of Base Architectural Services: \$

#### Additional Architectural Services:

FF&E Assistance to District TBD \$

Presentation Modeling/Rendering TBD \$

Coordination of Additional Consultants TBD \$

Subtotal of Additional Architectural Services: \$

#### Additional Consultants:

Acoustical/ Audio TBD \$

Civil TBD \$

Cost Estimator TBD \$

Daylighting TBD \$

Energy Modelling TBD \$

Roofing TBD \$

Subtotal of Additional Consultants: \$

**TOTAL BASIC COMPENSATION: \$**

#### Estimated Reimbursable Expenses:

Direct costs billed at 1.1 times not to exceed TBD \$

Printing TBD \$

Subtotal of Estimated Reimbursable Expenses: \$

**TOTAL COMPENSATION: \$**

### HOURLY RATES:

Principal	\$ <span style="background-color: yellow;">                    </span>	per hour
Project Manager	\$ <span style="background-color: yellow;">                    </span>	per hour
Project Architect	\$ <span style="background-color: yellow;">                    </span>	per hour
CAD Technician	\$ <span style="background-color: yellow;">                    </span>	per hour
Interior Designer	\$ <span style="background-color: yellow;">                    </span>	per hour
Clerical	\$ <span style="background-color: yellow;">                    </span>	per hour



# Exhibit E

# DRAFT AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

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

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

« »  
« »  
« »

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

« »  
« »  
« »

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

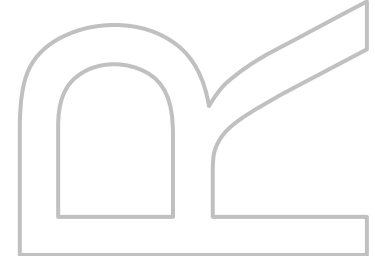
« »  
« »  
« »

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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## TABLE OF ARTICLES

1	INITIAL INFORMATION
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

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

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« See Exhibit "A" »

§ 1.1.1.1 The Architect shall assist the Owner in the preparation of a facility program document that includes site data; spatial programs; and building architecture. This facility program document will act as a guide for the schematic, design development, and construction document phase of this project.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« See Exhibit "A" »

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

*(Provide total and, if known, a line item breakdown.)*

« See Exhibit "A" »



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

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

For the purpose of this Agreement, Substantial Completion shall be as defined in CRS §24-91-102(5) and shall include the issuance of a certificate of occupancy by the governing municipality, as applicable.

« »

.4 Other milestone dates:

« »

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

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

« Competitive Bid through pre-qualified General Contractors »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

« As per the Owner's Sustainable Design Guidelines and Sustainability Management Plan as identified in Section 3.2.5.1 »

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

*(List name, address, and other contact information.)*

« »

« »

« »

« »

« »

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

*(List name, address, and other contact information.)*

« N/A »

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

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

« »

« »

« »  
« »

- 2** Other, if any:  
(List any other consultants and contractors retained by the Owner.)

« »

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

« »  
« »  
« »  
« »  
« »

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

**§ 1.1.11.1** Consultants retained under Basic Services:

- .1** Structural Engineer:

« »  
« »  
« »  
« »

- .2** Mechanical Engineer:

« »  
« »  
« »  
« »

- .3** Electrical Engineer:

« »  
« »  
« »  
« »

- .4** Civil Engineer:

« Firm Name »  
« Representatives Name »  
« Street Address  
City, State & Zip »  
« Phone »

**§ 1.1.11.2** Consultants retained under Supplemental Services:

« See Exhibit "B" »

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. **Neither the Architect nor any of its employees or consultants shall have other interests which conflict with the interests of the Owner, including being connected with the sale or promotion of equipment or material which may be used on the Project, and the Architect shall make written inquiry of all of its consultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to the Owner of such conflict of interest, the Owner, in its sole discretion, may grant a written waiver for the Architect or particular consultant.**

### § 2.5 INSURANCE REQUIREMENTS

§ 2.5.1 The Architect and consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Architect, its agents, representative, employees or consultants. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

§ 2.5.2 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect the Architect from liabilities that might arise out of the performance of the work under this Agreement by the Architect, its agents, representatives, employees, or consultants. The Architect shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Architect is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

§ 2.5.3 **Coverages and Limits of Insurance:** The Architect shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

#### **1. Commercial General Liability – Occurrence Form – ISO CG 0001 or equivalent. Coverage to include:**

- Premises and Operations
- Personal/Advertising Injury



- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

- a. The policy shall be endorsed to include the following additional insured language: Poudre School District R-1, its elected officials, employees, agents, and volunteers are included as Additional Insureds (ISO Form CG 2010, or equivalent). Further, all policies of insurance shall:

1. Include a Waiver of Subrogation Clause.
2. Include a Separation of Insureds Clause (Cross Liability).

- b. Architect's consultants shall be subject to the same minimum requirements identified above.

## 2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
---	-------------

Architect's consultants shall be subject to the same minimum requirements identified in this section.

## 3. Workers' Compensation and Employers' Liability

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

- a. Architect's consultants shall be subject to the same minimum requirements identified in this section.
- b. This requirement shall not apply if the Architect or consultant is exempt under Colorado Workers' Compensation Act **AND** if the Architect or consultant has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

## 4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000 (for each project under \$10,000,000) \$5,000,000 (for each project over \$10,000,000)

- a. In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, Architect warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

b. Policy shall include a waiver of subrogation clause.

**5. Professional Liability (Errors and Omissions Liability) for Consultants**

In addition to the insurance requirements for the Architect, the Architect's registered consultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance as follows:

**Major Consultants (structural, mechanical, plumbing, electrical engineers)**

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000 (for each project under \$10,000,000) \$5,000,000 (for each project over \$10,000,000)

**All other registered consultants not listed above will carry:**

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

a. In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, Architect warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

b. Policy shall include a waiver of subrogation clause.

**§ 2.5.4 Additional Insured Requirements:** The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the Owner is named as an additional insured, the Owner shall be an additional insured to the full limits of liability purchased by the Architect even if those limits of liability are in excess of those required by this Agreement.

**§ 2.5.5 Notice of Cancellation:** Each insurance policy required under this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Owner, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If the insurance carrier will not provide the required notice, the Architect and/or its insurance broker shall notify the Owner of any cancellation or non-renewal in coverage or limits of any insurance within seven (7) days of receipt of insurers' notification to that effect. Such notices shall be sent directly to the Owner's Director of Records & Risk Management.

**§ 2.5.6 Verification of Coverage:** Architect shall furnish the Owner with certificates of insurance (ACORD form or equivalent approved by the Owner's Director of Records & Risk Management) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1. All certificates and required endorsements are to be received and approved by the Owner's Director of Records & Risk Management before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.
2. All certificates required by this Agreement shall be sent directly to the Owner's Director of Records & Risk Management at [risk@psdschools.org](mailto:risk@psdschools.org). The Owner's project/contract number and project

description shall be noted on the certificate of insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

**§ 2.5.7 Consultants:** All required consultants' certificates and endorsements are to be received and approved by the Owner's Director of Records & Risk Management before work commences.

**§ 2.5.8 Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Owner's Director of Records & Risk Management, whose decision shall be final. Such action will not require a formal amendment but may be made by administrative action.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect, as part of its Basic Services, shall retain professional engineering consultants for the structural, mechanical and electrical design of the Project. At the Owner's request, a copy of the Architect/Engineer agreement (s), if any, shall be forwarded to the Owner for approval or, if the consultants are members of the Architect's staff, their qualifications shall be forwarded to the Owner for approval. The approval required hereunder shall be obtained prior to any obligations relative to the Project being incurred regarding that consultant.

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

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner **except by mutual agreement of the parties. Delays in the orderly progress of the Project caused by the Architect shall be the responsibility of the Architect. In the event of a delay caused by the Architect, the Architect shall accelerate to meet the time schedule without additional compensation. Time is of the essence of this Agreement.**

**§ 3.1.3.1** See Exhibit "C" for Project Schedule

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

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

**§ 3.1.6** The Architect shall 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. **The Architect shall meet with planning commissions, fire protection agencies, utility companies, affected street and traffic authorities, health departments, the State of Colorado, and any other government entities as often as reasonably necessary, and shall assist as reasonably necessary to obtain approvals before the start of construction, unless the Owner gives written instruction to proceed without such approval.**

### **§ 3.2 Schematic Design Phase Services**

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



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

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

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

§ 3.2.5 The Architect shall prepare Schematic Design Documents for approval by the Owner consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design Documents shall at a minimum contain, but not be limited to, the following:

1. a recommended scope of site development;
2. functional areas outlined (single line plans) indicating schematic spaces to meet program criteria;
3. correlation of space with criteria;
4. gross square footage of additions and remodeled areas;
5. net square footage; and
6. initial building code analysis.

§ 3.2.5.1 The Owner's current version of the "Technical Specification v6" dated November 2014, "Sustainable Design Guideline" dated June 2005, and "Sustainability Management Plan" dated 2017 will be provided to the Architect as part of this Agreement. These documents are intended to provide uniform and consistent quality standards for The Owner's facilities and are intended to communicate to the Architect the minimum acceptable standards for energy performance, occupant comfort requirements, products, materials and systems used in the Owner's facilities. The Architect shall make every effort to abide by the requirements of these documents and shall notify the Owner of any deviations.

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

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

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

§ 3.2.8 The Architect shall attend and facilitate, with the Owner, public meetings about the project design.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the approved Schematic Design Documents, the Architect shall prepare Design Development Documents for approval by the Owner. The Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate. Without limiting the generality of the foregoing, the Design Development Documents shall include the following:

1. outline of specifications;
2. architectural floor plans;
3. architectural elevations and building sections;
4. a proposed finish schedule;
5. tabulation of gross and net areas; and
6. major structural, mechanical and electrical system components overlaid on architectural floor plans.
7. major exterior improvements, including athletic fields and related seating areas.

## 8. code plan or study

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

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

### § 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.4.6 When the construction document phase is ninety percent (90%) complete and a minimum of ten (10) working days before construction documents are released for bid, the Architect shall submit to the Owner one (1) complete set of contract documents (drawings and specifications), and one (1) complete set of electronic documents in PDF format, for review and a current estimate of construction cost based on the ninety percent documents.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

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

#### § 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution 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;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, **as amended by the Owner.**

§ 3.6.1.2 **The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and 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. Notwithstanding the preceding sentence, the Architect shall promptly report to the Owner known deviations from the Contract Documents and from the most recent approved construction schedule. If the Architect finds that the progress of the Project is not in compliance with the approved construction schedule then, in addition to reporting to the Owner as required above, the Architect shall request the Contractor to submit a recovery plan for approval. In addition to the foregoing obligations to notify Owner, the Architect shall notify Owner promptly if Architect becomes aware of any other failures to perform, acts or omissions of the Contractor that in the Architect's professional judgement will or may result in a detriment to the Owner. The Architect shall be responsible for the Architect's negligent acts or omissions and failure to comply with this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work not employed by or retained by Architect.**

§ 3.6.1.3 **The Architect shall administer, and maintain record copies showing dates and signatures, of all construction phase documents, using standard AIA forms where applicable. This obligation includes but is not limited to the following, all of which shall be done in a prompt and timely manner:**

- 1. providing a standard Request for Information (RFI) form and responding to all RFIs;**
- 2. issuing Architect's Supplemental Instructions (ASI) and Proposal Requests (PR) as needed;**
- 3. providing a standard Change Order Request (COR) form and responding to all CORs;**
- 4. issuing all Change Order (CO) drafts for the Owner's and Contractor's approval and signature;**
- 5. issuing all Construction Change Directives (CCD);**
- 6. issuing all Notices of Nonconformance as required;**
- 7. reviewing and responding to all Submittals; and**
- 8. reviewing and either certifying or rejecting Applications for Payment.**



§ 3.6.1.4 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall meet with the principal Contractor at the site at least once a week, or as mutually agreed to in writing by the Owner, Architect, and Contractor during the course of construction, or such further visits as shall be necessary, relative to the performance of the Contractor and all subcontractors in accordance with the final approved plans, specifications, and construction schedule. The Architect shall assist the Owner in reviewing the construction schedule for acceptability as outlined in the contract documents. Before the Contractor's first Application for Payment is processed, the Architect and Owner must agree and accept the Contractor's baseline documents and schedule of values. The Architect shall promptly prepare and distribute written minutes of the weekly meetings and distribute within three days of the meeting. The Architect shall request that any objections by the Contractor or the Owner to the content of such minutes shall promptly be made to the Architect in writing. On the basis of the site visits or any other information the Architect may have, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

Any and all other of the Architect's consultants shall visit the site a minimum of once per week, or as mutually agreed to in writing by the Owner, Architect, and Contractor during construction of their consultants' respective portion of the projects, or as otherwise agreed upon, or more as shall be necessary, and as relative to the performance of the Contractor and all subcontractors in accordance with the final approved plans and specifications. The Architect and his consultants shall review the findings of such on-site observations with the Contractor prior to leaving the site, and such on-site observations shall continue beyond the time of substantial completion until all items of work are documented in writing by the Architect as fully completed. The Architect and his consultants shall prepare written reports to document all on-site observations and site meetings and shall promptly submit such written reports to the Owner and Contractor. The Architect's on-site observations shall include, but not be limited to, the following services by the Architect, structural, mechanical and electrical engineers, and other consultants retained by the Architect:

1. observe that approved shop drawings, lab and testing reports, and updated as-built documents are being maintained at the site;
2. observe reinforcing steel after installation and before concrete is placed;
3. observe structural and architectural concrete before, during, and after pouring;
4. observe structural steel after erection and prior to the same being covered or enclosed;
5. observe mechanical work following its installation and prior to its being covered and/or enclosed;
6. observe electrical work following its installation and prior to its being covered and/or enclosed;
7. observe exposed surfaces for compliance with Construction Contract Documents;
8. representation of Owner at preliminary and final observations;
9. assist the Owner in determining that all systems are properly working as per the Contract Documents.

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

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

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

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.3.4 The Architect shall not execute the Contractor's monthly applications and Certificates for Payment and return to the Owner for action until Architect has made an observation of the construction to determine, to the best of his ability, that the said materials or services have been provided as indicated on the Contractor's Schedule of Values. If the Architect is aware of any legitimate basis upon which to dispute any sums payable, the Architect shall not issue a Certificate for Payment of such sums without first obtaining the Owner's written authorization.

### § 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals **except that the Architect shall exercise reasonable professional judgement as to the apparent accuracy and/or completeness of such shop drawings and other submittals, and to notify the Owner if such accuracy and/or completeness is in question.**

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, **by Addenda, RFI, PR, CCD, CO's, and submittals, and will incorporate Contractor's as-built redlines and provide to the Owner as provided in Section 3.6.6.6.**

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. **The Architect shall require in the specifications that the Contractor shall provide complete and thorough start-up assistance, operating and maintaining instructions, manuals, and advice to the Owner. The Architect shall provide adequate engineering assistance to the Owner during this start-up period. The Architect shall coordinate and track the closeout of the Project including, but not limited to: systems demonstrations, spare parts inventory, equipment move-in, permanent key acceptance and verify that the Contractor has met all closeout requirements as outlined in the contract documents.**

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

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

§ 3.6.6.5 **The Architect and his consultants shall issue written notices to the Contractor to correct failed work, reported by the Owner, as warranty items during the warranty period following substantial completion.**



§ 3.6.6.6 Within ninety (90) days after final acceptance by Owner of the Contractor’s as-built documents, the Architect shall supply the Owner with copies of all final contract documents, plans, specifications, drawings, showing all significant changes incorporated in the Work as finally complete. The following items shall be transmitted to the Owner prior to Final Payment:

- .1 One compact disk containing all electronic AutoCAD and/or Revit files including any necessary fonts, reference files, etc. that were used in preparing the final record documents.
- .2 One compact disk containing all final record drawings and specifications printed in an Adobe .pdf file format.

§ 3.6.6.7 As part of the Architect’s basic services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after substantial completion and issuance of certificate of occupancy and prior to the expiration of any one-year contractor’s or manufacturers warranties, the Architect and its consultants shall re-examine the Project and report to the Owner the status of the contractor’s completion of the work, including but not limited to “punch list” items, and identifying any deficiencies or defects in workmanship or materials for which a claim can be made under the contractor’s warranty.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are included in Basic Services and are required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security design	Architect
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Per Exhibit "B"
§ 4.1.1.30 Other Supplemental Services	N/A

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« See Exhibit "B" »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« N/A »

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 (Architect shall give Owner timely notice of the due date of any such decision and reasonable reminders as the time approaches);
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 DELETED
  - .7 DELETED
  - .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 entities providing bids or proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
  - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 « Two » ( « 2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « Ninety-Six » ( « 96 » ) visits to the site by the Architect during construction or as required in Section 3.6.2.1, whichever is greater
- .3 « Two » ( « 2 » ) observations 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 « One » ( « 1 » ) observation for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 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 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. **The Architect shall assist the Owner as requested with the obligations and responsibilities referenced in this Article 5.**

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. 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. **The Architect shall promptly notify the Owner in writing of any decision the Architect claims is not being done in a timely manner.**

§ 5.4 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 other 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.

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 **DELETED**

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

**§ 5.8.1 The Owner reserves the right to contract for commissioning services, construction management and/or inspection services, or other consultants in connection with the Work. In such event, the Architect agrees to cooperate fully, and the time set forth in Section 1.1.4 may be extended in writing by the Owner as reasonably necessary to allow for appropriate participation in the Work. In the event that the Architect's cooperation would require additional services by the Architect, such additional services will require prior written approval by the Owner.**

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

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

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

Subparagraph 5.11 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give written notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect or discrepancy. Moreover, failure to deliver notice required in this Section 5.11 shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and the coordination of all designs, plans, reports, specifications drawings and other services rendered by the Architect and the Architect shall without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies in Architects work product that the Architect is responsible for, which may occur.

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

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work 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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .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.

§ 6.7 Regardless of which alternative the Owner chooses under Section 6.6 the Architect, the Architect's consultants and other planning professionals, without additional charge, shall modify the Contract Documents as necessary to ensure that the Cost of Work does not exceed the lesser amount of the Owner's Project Budget or the fixed limit of Construction Costs. The Architect's and/or consultants' and/or other planning professionals' modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 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.

§ 7.2 The drawings, specifications, and other documents or data prepared by the Architect and the Architect's consultants for the Project, or any component of the Project, are Instruments of Service. Upon payment of all amounts due under this Agreement for that portion of drawings, specifications or other documents prepared or furnished, the Owner shall be deemed the owner of the Instruments of Service. The Architect and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client without the prior written consent of the Owner. The Architect and its consultants do not convey to the Owner their unique or proprietary design techniques or concepts as may be employed in the final Instruments of Service. To the extent that work, design, process, or product which is patented, copyrighted, or otherwise protected by an intellectual property right (whether common law, statutory, contractual or reserved), is incorporated into the Instruments of Service or the Work performed under this Agreement by the Architect, the Architect shall pay royalties and/or license fees for such patented or copyrighted designs, process or products. Architect shall at its sole cost and expense indemnify, defend, and hold harmless the Owner against any claims by third parties of infringement of any copyrights or other common law, statutory, contractual or reserved rights incorporated into the Instruments of Service or the Work.

**§7.2.1 Electronic Media:** The information contained on or in the Architect's electronic media, or retrieved/downloaded from the Architect's ftp site, is provided as a convenience to the users and is provided in "as is" condition. In the event of a conflict in their content, the Architect's printed hard copy shall take precedence over the electronic media.

**§7.2.1.1** Use of the Architect's electronic media shall be without liability to the Architect, its insurers, employees and consultants. It is expressly understood and agreed the Architect retains ownership of the printed hard copy drawings and/or specifications until completion of the project in accordance with Section 7.2, subject to the provisions of Section 9.3.

**§7.2.1.2** It is understood and agreed that the information contained on or in the Architect's electronic media or retrieved/downloaded from the Architect's ftp site may have been or be altered intentionally or unintentionally by user or others and the user agrees to indemnify and hold harmless the Architect, its insurers, employees and consultants



from any claims, liabilities, damages, loss and costs, including, but not limited to cost of legal defense for the use of such media.

§ 7.3 The Owner has the right to reproduce and/or use, and to create derivative works based upon, the Instruments of Service for other projects at its discretion; provided, however, that if the Owner reproduces or uses the Instruments of Service for another project, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and the Architect's consultants on the Instruments of Service. The Owner shall not assign the Instruments of Service to any third party for use on projects unrelated to the Owner, unless the Owner first obtains written consent from the Architect. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Architect or its consultants.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. 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.

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

## ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Larimer County, Colorado. No such action shall be removed to any other court or jurisdiction. The prevailing party in such court action shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

§ 8.1.1 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. The term "consequential damages" shall not include the cost of any structural repair, demolition, dismantling, replacement, or construction waste that is reasonably related to the Architect's negligence.

§ 8.2 To the fullest extent permitted by law, Architect shall indemnify, defend and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

1. the negligent, intentional, or willful wrongful act of Architect, or any officer, employee, representative, agent, consultant of Architect, or other person for whom Architect is responsible under this Agreement; or
2. Architect's breach of this Agreement.

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful wrongful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify, defend, and hold the Owner harmless only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section. To the extent indemnification is required under this Agreement, Architect

shall investigate, handle, respond to, and to provide defense for and defend against (with counsel acceptable to Owner), any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. This Section shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section are performed

**§ 8.3** For Change Orders resulting in an increase in the Cost of the Work that are a result of negligent errors, omissions, or discrepancies in the plans, specifications, or other of the Contract Documents prepared by the Architect, its employees, agents, or consultants, the Architect agrees to reimburse the Owner for the cost premium associated with the increase in the Cost of the Work, the cost premium being the difference between the Cost of the Work in the Change Order had the negligence not occurred and the cost to remedy the negligence by Change Order. Reimbursement calculations shall be determined by the Architect and submitted to the Owner for negotiation and acceptance. Additionally, the Architect shall bear all costs associated with redesign efforts pertaining to such Change Orders, including third party cost estimating.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** This Agreement may be terminated by either party upon five (5) days' written notice should either party fail to substantially perform in accordance with its terms through no fault of the other. In addition, the Owner may terminate this Agreement whenever it becomes reasonably apparent that the Architect is or will be unable or unwilling to substantially perform this Agreement in accordance with its terms or without resulting in interference with or disruption of the Project. In the event of termination of this Agreement, the Architect shall be paid the specified compensation for its services performed to the termination date, including reimbursable expenses then due.

**§ 9.2** 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 fee for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** In the event of a termination, the Architect shall deliver to the Owner all copies of all drawings, plans, and similar materials relating to the Project and for which it has received compensation, and all other documents delivered to Architect by Owner with respect to this Project, subject to the provisions of Article 7.

**§ 9.4** The party properly terminating this Agreement under this Article 9 shall be entitled, in addition to any other amounts due under this Agreement, or as set off against amounts otherwise owed under this Agreement, to the reasonable costs, expenses, and damages occasioned by the termination of this Agreement.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by and construed in accordance with the laws of Colorado. Exclusive venue for litigation over any issues pursuant to this Agreement shall be in the District Court of Larimer County, Colorado, and such litigation shall not be removed to any other court or jurisdiction.

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

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect, and no third party is entitled to rely on the terms of this Agreement. Notwithstanding the preceding sentence, the Architect is not prohibited from incorporating this Agreement into its agreements with its consultants, provided that the Architect shall not thereby create (i) a contractual relationship between any consultant and the Owner, or (ii) any cause of action in favor of any consultant against the Owner.

§ 10.6 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the presence, handling, removal, disposal or detection of hazardous materials in any form at the Project site including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous materials. If the Architect in the conduct of his duties and obligations as provided in this Agreement shall become aware or shall reasonably suspect the presence of hazardous materials at the Project site, the Architect shall provide written notice to the Owner of the presence, and the general location, amount and condition of the known or suspected hazardous materials at the Project site. Such notice shall be in writing and shall be submitted no more than 24 hours after the presence of such materials reasonably become known or suspected by the Architect.

§ 10.6.1 In the event hazardous materials become known or suspected by the Architect as described in Section 10.6 of this Agreement, the Architect shall take all steps reasonably necessary to assist the Owner to ensure that work on the Project does not proceed or continue until the Architect and the Contractor have received written authorization from the Owner to proceed.

§ 10.6.2 In the event hazardous materials are identified or encountered during the course of the Project the Owner, at its expense, shall take reasonable actions to properly and safely deal with such materials. With respect to new construction, the Owner accepts the above-mentioned responsibility for the real property which is involved in the Project and not with any hazardous substances or materials which may be brought onto the property by others, including subcontractors.

§ 10.6.3 The Architect acknowledges that it and its employees, Consultants and agents have the responsibility of being fully informed of the Owner's Management Plan as it relates to the buildings located at the Project site and shall consult with the Owner about how such Plan addresses suspected or active asbestos-containing material areas within such buildings.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1, and except as required under the Colorado Open Records Act (C.R.S. § 24-72-201 et. seq.), as amended and applicable. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or



unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10** Notwithstanding any provisions herein, this Agreement shall be deemed to include and be subject to all applicable requirements and provisions of all governing federal, state and local laws.

**§ 10.11** The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

**§ 10.12** The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

**§ 10.13** In connection with work to be performed under this Agreement, and without limiting the generality of any provision of this Agreement, Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, *et seq.* (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from Architect's failure to comply with all applicable laws or regulations.

## ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
(Insert amount)

« »

.2 Percentage Basis  
(Insert percentage value)

« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1.29 and 4.1.1.30, 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.)

« As negotiated in a future Fee Adjustment AIA Document G802 »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

« As negotiated in a future Fee Adjustment AIA Document G802 »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « Ten » percent ( « 10 » %), or as follows:  
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« N/A »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« Twenty »	percent (	« 20 »	%)
Design Development Phase	« Twenty »	percent (	« 20 »	%)
Construction Documents Phase	« Twenty-Five »	percent (	« 25 »	%)
Procurement Phase	« Five »	percent (	« 5 »	%)
Construction Phase	« Twenty-Five »	percent (	« 25 »	%)
Record Documents	Five	percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants 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.)

« See Exhibit “B” »

Employee or Category	Rate (\$0.00)
See Exhibit “B”	

## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: (All reimbursable expenses in excess of those identified in Exhibit "B" must be authorized in advance and in writing by the Owner)

- .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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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 except that no overtime will be paid for Basic Services;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 DELETED;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures as approved by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « Zero » percent ( « 0 » %) of the expenses incurred.

§ 11.8.3 The Architect shall not incur reimbursable expenses pursuant to Article 11 in excess of those identified in Exhibit "B" for the entire Project, without prior written approval of the Owner. However, in no event shall any single reimbursable expense exceed Five Hundred Dollars (\$500.00) without the prior approval of the Owner.

## § 11.9 DELETED

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « Zero Dollars and Zero Cents » (\$ « 0.00 » ) 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.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « Forty-Five » ( « 45 » ) 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.)

« 1.00 » % « Monthly »

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

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

## § 11.11 BILLING THE OWNER

The Architect's billing shall be in such form as may be prescribed by the Owner.



## § 11.12 OTHER

The Architect agrees that his services performed under this Agreement are considered labor performed or materials furnished for public works and as such the Architect agrees for himself and his consultants to waive any rights to claim a mechanic's or materialman's lien on the Project. Architect further agrees that all funds disbursed to him for services performed by consultants under this Agreement shall be held in trust for those consultants, and Architect guarantees to pay those consultants in a timely manner using those funds. The Architect agrees to look solely to the Owner for payment for their services. Further, the Architect agrees to advise and obtain the consent of its consultants with respect to this arrangement.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« N/A »

### § 12.1 ILLEGAL ALIENS

§ 12.1.1 In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et. seq., Architect certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Contract, and that Architect will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Contract. Architect further certifies that it will not enter into a contract with a consultant who fails to certify to Architect that the consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

§ 12.1.2 Architect has confirmed the employment eligibility of all employees who are newly hired to perform work under this Contract through participation in either the E-Verify Program or the Department Program. Architect shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Contract is being performed.

§ 12.1.3 If Architect obtains actual knowledge that a consultant performing work under this Contract knowingly employs or contracts with an illegal alien, Architect shall:

1. Notify the consultant and the Owner within three days that Architect has actual knowledge that the consultant is employing or contracting with an illegal alien; and
2. Terminate the contract if within three days of receiving actual notice the consultant does not stop employing or contracting with the illegal alien, except that Architect shall not terminate the consultant if during such three days the consultant provides information to establish that the consultant has not knowingly employed or contracted with an illegal alien.

§ 12.1.4 Architect shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

§ 12.1.5 If Architect violates the provisions of this paragraph, the Owner may terminate this Agreement for breach and Architect shall be liable for actual and consequential damages.

### §12.2 OTHER SPECIAL PROVISIONS

§12.2.1 It is anticipated that Architect will engage other professionals to perform portions of its services. Such professionals shall be employed at Architect's sole cost and expense, unless otherwise agreed in writing by the Owner. The Architect shall obtain from each such professional a written acknowledgment of understanding that the Architect is not a "contractor" as defined by Section 38-26-101, C.R.S., and a waiver of any claim to entitlement of benefits under a public works bond furnished to the Owner by the Contractor, or subcontractors. All contracts entered into by the Architect with such professionals shall contain a provision acknowledging the terms of this subsection 12.2.1. The Architect shall forward the Owner a signed copy of each such acknowledgment and waiver along with a copy of each such agreement entered into between the Architect and a professional engaged by the Architect to perform a portion of the services.

**§12.2.2** The Owner and the Architect acknowledge and agree that nothing in this Agreement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner. Conversely, in performing such obligations, the Architect may not and shall not increase the burdens and exposure of the Contractor, its subcontractors, or the surety of any of them.

**§12.2.3** Architect will comply with the terms of Section 8-17-101, *et seq.*, C.R.S., which states:

Whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work to the extent of not less than 80% of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works.

'Colorado labor' as used in this Agreement means any person who is a resident of the state of Colorado, at the time of the employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

Architect shall, in all respects, comply with the requirements of the above statute.

**§12.2.4** Fiscal Funding: In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Agreement shall neither create nor be construed to create any multiple-fiscal year direct or indirect Owner debt or other financial obligation whatsoever. The parties recognize that this Agreement is dependent upon the continuing availability and appropriation of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding June 30, and that financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Notwithstanding any other provision of this Agreement, the Owner and the Architect understand and agree that the Owner may terminate this Agreement at or before the end of any Owner's fiscal year upon thirty (30) days' prior written notice to Architect with or without cause and without any liability, penalty or other obligation, except that Architect shall be paid the specified compensation for its services performed to the termination date, including reimbursable expenses then due.

**§12.2.5** Condition Precedent: The parties acknowledge and agree that the Owner is currently involved in litigation that bears upon its ability to proceed with Project within the time contemplated herein, and further agree that all of the Owner's obligations hereunder are subject to and conditioned upon the Owner's receipt of all final judicial judgments, decisions, and orders as are necessary, in the Owner's sole and absolute judgment and discretion, before proceeding with the Project. Notwithstanding the foregoing, the Owner may by separate addendum hereto authorize the Architect to proceed with preliminary work on the Project as specified in such addendum, with compensation to be based upon sources not subject to the aforementioned litigation.

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, ~~as amended~~ by the Owner
- .2 DELETED
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

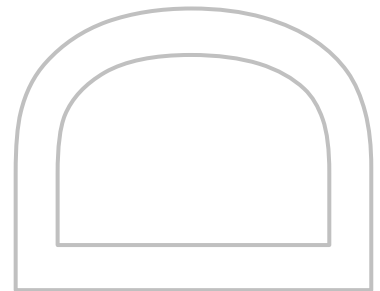
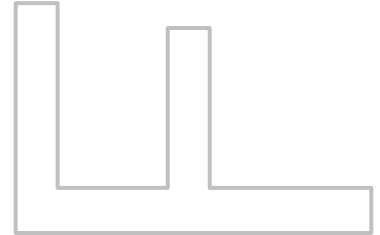
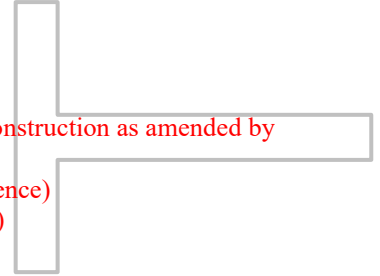
[  ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)



**4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*

1. Exhibit "A" - Scope of Work (? pages attached)
2. Exhibit "B" - Fee Schedule & Hourly Rates (? pages attached)
3. Exhibit "C" – Project Schedule (? pages attached)
4. AIA Document A201 - 2017, General Conditions of the Contract for Construction as amended by the Owner, dated December 5, 2017 (49 page draft attached)
5. Technical Specifications v6, dated November 2014 (584 pages by reference)
6. Sustainable Design Guidelines, dated June 2005 (90 pages by reference)
7. Sustainability Management Plan, dated 2017 (39 pages by reference)





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

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

**ALL CONTRACTS MUST BE APPROVED PER DISTRICT POLICY DJA**

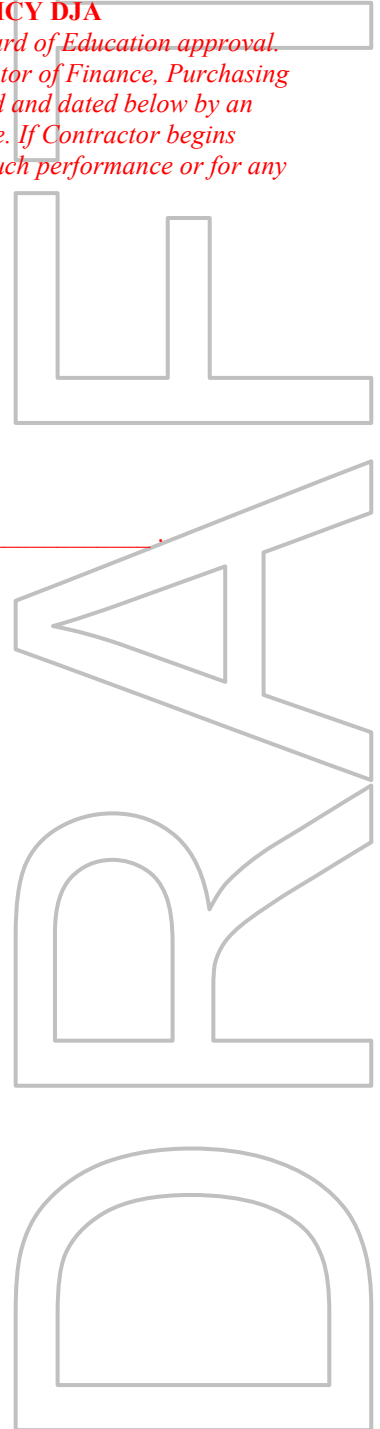
*Poudre School District Policy DJA requires all contracts in excess of \$250,000 have Board of Education approval. Contracts up to \$250,000 must be approved by either the Superintendent, Executive Director of Finance, Purchasing and Materials Manager, or authorized delegate. This Contract is not valid until signed and dated below by an authorized person. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, Poudre School District is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.*

**APPROVED:**

(Signature)

(Printed name, title, and date)

Approved at the Board of Education Meeting on \_\_\_\_\_



# Exhibit F

## SECTION 099000 - REMOVAL OF PAINT AND PAINTING STEEL STRUCTURES.

### REMOVAL OF PAINT.

#### A. Non-Hazardous Paint Removal.

##### 1. General.

This specification will only be used for structures previously painted with "non-lead based" paints and for structures with Scratch Tests indicating a non-hazardous waste is expected to be generated during the project. Although wastes generated are expected to be non-hazardous as identified in 40 CFR 261, there may be other issues which are regulated by OSHA and it is the Contractor's responsibility to take whatever precautions are necessary to comply with Federal and State safety and health regulations. Scratch tests are provided elsewhere in the contract documents for information per Iowa Code Section 89B.8, 1.

##### 2. Steel Structure Cleaning.

This work involves removing accumulated foreign material, loose paint, and water washing areas designated elsewhere in the contract documents.

###### a. Removal of Accumulated Foreign Material.

Prior to water washing, all accumulated foreign material shall be removed from beams, member flanges, gusset plates, abutment bridge seats, pier tops, truss joints, and at other locations as directed by the Architect. The accumulated foreign material shall be removed by hand brooms, hand shovels, vacuum cleaners or other methods acceptable to the Engineer. The removed material shall be collected and disposed at an approved waste area in accordance with Federal, State, and local regulations. At no time shall this removed material be allowed to fall or be disposed on the land below the bridges.

###### b. Loosely Adherent Paint.

Loosely adherent paint shall be removed in areas designated for painting using hand tool methods in accordance with SSPC-SP2, prior to water washing. All paint removal operations will require containment as specified later in this specification.

###### c. Water Washing.

Prior to abrasive blast cleaning, steel surfaces to be repainted, abutment seats, pier caps, and other surfaces that may be designated elsewhere in the contract documents shall be washed with high-pressure water to remove salt contaminants, dirt, bird excrement, and other detrimental foreign material. Detergents or cleaners and scrubbing may be needed in conjunction with water washing. The maximum water pressure shall not be so high that any paint is removed. The water shall be clear fresh water that is free of sediments and salt contaminants. After water cleaning, all oily or greasy residues shall be cleaned with solvent in accordance with SSPC-SP1.

Chalking shall be removed from existing painted surfaces onto which paint is to be applied. For example, transition zones for spot or zone painting, surfaces that will receive a top coat over an existing prime or top coat. In those areas, the

chalked pigment shall be removed by water washing. Detergents or cleaners and scrubbing may be needed in conjunction with water washing. Any detergents or cleaners used shall be compatible with the existing paint system. Detergents and/or cleaners shall be pre-approved by the new paint manufacturer and applied in accordance with the product manufacturer's recommendations. The Contractor shall submit Materials Safety Data Sheet(s) and any technical field guides for any detergent or cleaner to the Engineer for review and approval before using. If detergents or cleaners are used, the surface shall be thoroughly rinsed with water to remove all residue prior to painting.

### 3. Blast Cleaning and Surface Preparation.

#### a. Abrasive Blast Cleaning.

This work involves preparing all designated surfaces to be painted by either:

- 1) abrasive blasting using conventional equipment and/or;
- 2) vacuum blasting equipment.

Some hand-tool and/or power-tool cleaning may be required in areas not fully accessible to the other methods.

Abrasive blasting systems shall incorporate abrasive recycling to reduce waste volume to the greatest extent possible.

#### b. Standards For Surface Preparation.

##### 1) Abrasive Blasting.

Areas to be painted shall be prepared by a dry abrasive blast method to a level (SSPC-SP6 and/or SSPC-SP10) as designated elsewhere in the contract documents. The current SSPC-VIS1, Visual Standard for Abrasive Blast Cleaned Steel, will be used in conjunction with the appropriate written SSPC Standard for acceptance of final surface preparation. Surface profile (etched height) shall be 1.5 to 2.5 mils (25  $\mu\text{m}$  to 50  $\mu\text{m}$ ) as measured by replica tape or surface profile comparator.

Small areas that cannot be cleaned using abrasive blasting equipment shall be prepared using hand-tool and/or power-tool methods. SSPC Standards applicable to the method(s) applied will be used to evaluate surface preparation.

After blasting or mechanical preparation, the surface to be painted shall be thoroughly cleaned with dry, oil free, compressed air, and/or HEPA Vacuums to remove all adhering blast residue. All oily or greasy residues shall be removed with solvent in accordance with SSPC-SP1, Solvent Cleaning.

##### 2) Removal of Existing Deteriorated Paint by Mechanical Methods.



The contract documents may designate areas to be painted which shall be cleaned by mechanical methods. This will be:

- a) Areas of deteriorated paint where the existing top coat is peeled or deteriorated and the underlying existing primer is in sound condition. In these cases the Contractor shall remove the existing top coat and primers to expose bare metal by manual methods in accordance with SSPC-SP2 so the underlying existing metal substrate remains in place.
- b) Spot areas deemed too small to be effectively prepared by abrasive blasting.

Mechanical methods of surface preparation shall be in accordance with SSPC-SP2 and/or SSPC-SP3.

After mechanical preparation, the surface to be painted shall be thoroughly cleaned with dry, oil free, compressed air, and/or Vacuums to remove all adhering blast residue. All oily or greasy residues shall be removed with solvent in accordance with SSPC-SP1, Solvent Cleaning.

### 3) Galvanized Elements.

Galvanized elements, such as deck drain pipes and bearings, shall be protected and not blast cleaned unless directed by the Architect. All galvanized elements which need to be cleaned and painted due to their condition will be paid for as extra work in accordance with [Article 1109.03](#).

### 4) Rust Blume or Flash Rust.

Rust blume or flash rust is defined as the development of visible rust on bare metal surfaces after cleaning. If flash rust or rust blume occurs after removal of existing paint, or if a surface is cleaned and left unpainted for more than 24 hours, the surface shall be reblasted or brush blasted and blown down just prior to the application of the first coat of paint.

### 5) Pin Hole Rusting.

Pinhole rust areas may be designated for painting in the contract documents. In areas where there is pin hole rusting and associated staining, abrasive blasting may not be required if the existing paint is sound other than at the pin holes. Mechanical cleaning in accordance with SSPC-SP2, may be used in these areas prior to applying the spot primer.

If the mechanical methods do not remove heavy staining of sound paint adjacent to the pinholes, the stain shall be removed to the degree recommended by the manufacturer of the primer. The methods of removal shall also be as recommended by the manufacturer. The recommendations shall be in writing, and a copy shall be provided to the Architect prior to performing the work.

#### 6) Protection of Unpainted Surfaces.

The Contractor shall use whatever precaution is necessary to ensure vehicular traffic, equipment, hardware, fixtures, concrete, and other surfaces are protected against abrasive impact, paint spillage, over-spray, and other damage during the project.

For spot or zone painting work, the Contractor shall use protective coverings, shields, or masking as necessary to protect surfaces that are outside the designated painting areas. Protection shall be maintained during the entire period work is being performed which could damage.

The Contractor shall exercise extra care to avoid over-blast damage to the existing coating in non-designated areas. The Contractor shall correct any damage to non-designated areas by cleaning, repairing, and repainting at no additional cost to the Contracting Authority. Repair procedures will be approved by the coating manufacturer's technical representative and submitted to the Architect for review and approval before the repair work is started.

#### 7) Abrasives.

The Contractor shall use steel shot and/or grit, aluminum oxide, or garnet abrasives. This is to ensure hard durable abrasives are used, to encourage abrasive recycling, and to minimize waste generated by the project. Abrasives shall be clean, dry, and free from contamination. The Contractor shall not use sand or coal slag.

If the Contractor chooses to blast with previously used or recycled abrasive, the Contractor shall:

- a) obtain a representative sample of that abrasive;
- b) have that sample analyzed for TCLP leachable levels of arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver; and
- c) submit the laboratory's analytical report prior use to the Engineer for approval.

The Architect will accept used or recycled abrasives only if the leachable quantity of each metal tested is equal to, or less than one part per million (1 ppm).

#### 4. Containment.

##### a. General.

Abrasive blasting using conventional equipment will require a system for containment of the blast area. Containment shall include all containment enclosures, where applicable, monitoring, recovery, and temporary storage of waste. For vacuum blasting, the "contained area" is defined as the area around the

blast nozzle and any other connections or equipment where waste, dust, or exhausted air may exit into the environment.

The Contractor shall submit a plan for containment enclosures to the Architect prior to starting work. A general guideline for containment evaluation abrasive blasting and/or vacuum blasting will be no visual or noticeable dust shall be observed escaping into the atmosphere or onto the ground from the contained area during blasting, blow down, or prior to the daily clean-up operations.

b. Abrasive Blast Cleaning.

The Contractor shall utilize a system which ensures total containment and recovery of the material removed from the structure. Removed material will be defined as paint chips, abrasive particles, and other blasting residues. The containment shall prevent removed material and abrasive from drifting and/or being deposited other than within the containment enclosure. Impermeable cover materials, such as tarpaulins, drop cloths, or other approved materials shall be used on or above the ground, and other surfaces. The Contractor shall be responsible for recovery of removed material from the covering materials. Paved surfaces under the areas of work may be used as a portion of the collection cover for that area.

d. Cleaning by Other Methods.

At locations where abrasive blasting is not used, the Contractor shall utilize a waste collection system that ensures containment and collection of the material removed from the structure. Removed material will be defined as paint chips and other residues. The containment shall prevent removed material from drifting and/or being deposited other than on the containment portion provided.

e. Clean-up Contingency.

The Contractor shall be responsible for the clean up of any spills that result from the Contractor's operations at no cost to the Owner.

2) The Contractor shall construct or furnish a temporary storage area of sufficient size for the contained waste material. Temporary storage areas shall be enclosed with an 8 foot (2.4 m) chain link fence or a roll-off box with a lockable cover.

For projects that will generate less than 55 gallons (208 L) of waste, the fenced temporary storage area or roll-off box will not be required and the Contractor shall be responsible for securely storing the paint waste containers on-site during the project.

g. Disposal of Removed Material (Waste).

The Contractor shall transport waste materials in approved containers from temporary storage to a landfill (for non-hazardous wastes). The Contractor shall transport the wastes to the landfill facility within 5 calendar days of completion of surface preparation operations. All disposal of bridge cleaning wastes shall be in accordance with Federal, State, and local regulations.

This project is based on the best information available that wastes generated will be non-hazardous for disposal per 40 CFR 261.

#### 5. Protection and Clean up.

For all work, the Contractor shall use every reasonable means to protect the environment, human health and safety, adjacent property, and vehicles from damage resulting from the Contractor's operations, in accordance with [Article 1107.07](#). The Contractor shall be responsible to keep the project site in a neat, clean, and safe working condition. At the end of each working day the Contractor shall cleanup and properly containerize all waste material. Special attention is drawn to steel abrasive and its preponderancy to rust and stain surfaces where material is allowed to accumulate. The Contractor shall be responsible to keep spent abrasive cleaned up on a daily basis and shall remove any staining which occurs. This item will not be measured for payment, but will be considered incidental to all other pay items in this specification.

### PAINTING OF STRUCTURAL STEEL.

#### A. General.

This work consists of fully repainting structural steel at designated locations; and using a paint system designated elsewhere in the contract documents. The work includes furnishing the coating system specified, application, protection, and curing of paint coatings; protection of all parts of the structure from paint spatter; environmental protection; final cleanup; and supplying all equipment, scaffolding and rigging, labor, and materials.

#### B. Paint System.

The paint system, Epoxy, Moisture Cured Urethane for this project is as follows:

##### 1. Primer Coat.

Diamond Vogel: Mult-E-Poxy 180 Epoxy Mastic

There is no color specified for the primer.

Dry film thickness listed assumes a surface profile of 1.5 to 2.5 mils.

##### 2. Intermediate Coat.

Diamond Vogel: Multi-Thane 340 High Solids Acrylic Ployrethane

The intermediate coat shall be tinted to a different color than the primer and finish coats.

##### 3. Finish Coat.

Diamond Vogel: Multi-Thane 340 High Solids Acrylic Ployrethane

a. 3 to 5 mils (75 to 125  $\mu\text{m}$ ) of Aliphatic Polyurethane for the Epoxy system.

#### E. Application.

##### 1. General.

Paint may be applied using brush, roller, or spray methods and shall be applied in strict accordance with the coating manufacturer's latest written recommendations. Regardless



of the method of application, the specified minimum dft shall be achieved and the manufacturer's recommended maximum dft requirement for each coat shall not be exceeded without approval of the paint manufacturer's technical representative. Further:

- a. All product parameters such as application, thinning, mixing, pot life, ventilation, curing, etc. shall be in accordance with the manufacturer's recommendations.
- b. The prime, intermediate, and finish coats shall have a smooth, uniform appearance free from runs, sags, cracks, dry spray, over-spray, or other defects.
- c. Concrete and galvanized products shall be adequately shielded so that application of paint on steel is full and complete without over-spray.
- d. Upon completion the words: "painted" followed by the Contractor's name, the month, year, coating system, and manufacturer of the coating system applied shall be permanently stenciled on an inconspicuous surface in a manner and location approved by the Engineer.
- e. The Engineer shall be afforded OSHA compliant access to check the surface preparation before painting and the dft after each coat is applied.

## 2. Painting.

### a. Prime coat.

All blasted and/or mechanically cleaned areas shall receive a prime coat. This coat shall be applied to areas of bare metal within 24 hours of being blast cleaned. If the prepared surface shows any sign of flash rust, or if the prime coat is not applied within 24 hours after blast cleaning, the entire prepared area shall be brush blasted before paint is applied. Areas prepared by mechanical methods, which show flash rust, shall be re-prepared by methods acceptable to the Engineer.

Special attention shall be paid to all rivets, bolts, edges of connections, areas of pack rust, and areas which may be difficult to access. These areas may require ringing/stripping.

The prime coat shall be allowed to cure according to the coating manufacturer's recommendations before the intermediate coat is applied.

### b. Intermediate coat.

The intermediate coat shall be applied to all areas that received a prime coat and shall be allowed to cure according to the coating manufacturer's recommendations before the finish coat is applied.

The Zinc Silicate system does not require an intermediate coat.

c. Finish Coat.

The finish coat shall fully cover the intermediate coat. The finish coat shall also fully cover other surfaces if so designated in the contract documents.

3. Recoating.

a. Surface Condition.

Prior to painting, all surfaces shall be free of all dirt, oxidation products, oil, and other detrimental material. Any cleaning which may be necessary shall be done in a manner that is recommended by the coating manufacturer. All painted surfaces shall be protected to prevent soiling or detrimental weather conditions during painting and through the tack-free stage.

b. Minimum Time.

No additional coat(s) of paint may be applied until the preceding coat has dried. Recoating shall be in accordance with the coating manufacturer's recommendations for time, temperature (ambient and/or surface), and weather conditions. If minimum recoat times are not given by the coating manufacturer, the previous coating shall have been applied for at least 24 hours, and be tack-free, prior to application of another coat.

c. Maximum Time.

The coating manufacturer's maximum time between coats shall not be exceeded. If the maximum recoat time is exceeded for any coat, the coating manufacturer's technical representative shall provide a written correction procedure, or approval to proceed without correction, to the Engineer.

4. Mixing.

Mixing of paint shall be in accordance the coating manufacturer's recommendations. Previously opened, or partially used containers of paint shall not be used and partial kit mixing will not be allowed.

The Contractor and coating manufacturer shall provide a specific mixing procedure for review by the Engineer prior to performing the work. This procedure shall be followed, unless a written request to modify is approved by the Engineer.

5. Dry Film Thickness.

The Architect will determine dft of each coat and the total paint system using procedures described in SSPC-PA 2. The Contractor shall be alerted that excessive coating thickness is as equally undesirable as unacceptably thin coating thickness, and both will be sufficient cause for rejection.

Targeted dft is specified herein. Areas having less than specified dft shall, at a minimum, be touched-up to increase dft to at least that specified in this Article, for the system specified. Depending on the condition of the steel substrate and paint system being used, it can be possible these areas will have to be reblasted and repainted.

Excessive thickness will be evaluated on a case-by-case basis in consultation with the coating manufacturer. Depending on the condition of the steel substrate and paint system being used, it can be possible these areas will have to be reblasted and repainted.

#### 6. Cracks and Seams.

Cracks and seams that are formed by junctions of joining members, splices, gusset plates, rivets, bolts, nuts, and similar surface irregularities shall be cleaned using a best effort combination of blasting and possible hand or power tool cleaning. All cracks and seams that are equal to, or greater than, 3/16 inch (10 mm) wide shall be caulked (after application of any penetrating sealer, and prior to application of the prime coat) with a durable caulking compound recommended by the paint manufacturer.

Cracks and seams less than 3/16 inch (10 mm) wide shall be sealed with the prime coat. Those that can not, shall be caulked before the intermediate coat is applied. In the case of Zinc Silicate, this will be before the top coat is applied.

Caulking compound shall be lead free, supplied with the latest technical data and MSD sheets, approved by the paint manufacturer and Engineer prior to incorporation into the project.

#### 7. Technical Assistance.

The coating manufacturer whose products are used on this contract shall designate a qualified technical representative to support this project. The technical representative is expected to be available for on-site assistance and project coating consultation as may be required. Difficulties in scheduling on-site technical assistance will not be considered a sufficient reason for approving time extensions to the contract period. In all cases, application parameters shall be in accordance with the product's Technical Data Sheet or the manufacturer's written recommendations unless superseded elsewhere in this specification or in the contract documents.

#### F. Application Conditions.

The manufacturer's published weather restrictions for each coating shall apply except as modified below.

When painting, weather conditions shall be such that the surfaces to be painted are entirely free from moisture, frost, ice, and/or snow. When painting in an area protected from the above conditions, the surface shall remain under cover until the paint is dry. Wet paint exposed to humidity, rain, snow, or condensation shall be permitted to dry; and damaged paint shall be removed, the surface recleaned, and repainted.

In addition, Moisture Cured Urethane coating may only be applied when the:

- a. surface temperatures are between 38°F (4°C) and rising and 100°F (37°C).
- b. relative humidity is less than or equal to 95%.

Bubbling or pinholing which may occur in Moisture Cured Urethane will be evaluated using SSPC-VIS2. Bubbling or pinholing shall be less than 0.1% as defined by SSPC-VIS2, Photographic Standard No. 8.