



**GRAND VALLEY  
STATE UNIVERSITY**

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**CONTRACT FOR PROFESSIONAL SERVICES**

**ARCHITECT'S FORM**

**CHAPTER 2**

**PROFESSIONAL'S REQUIRED SERVICES**

*INSERT PROJECT TITLE* |

SAMPLE

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**CHAPTER 2  
PROFESSIONAL'S REQUIRED SERVICES**

**ARTICLE 1  
GENERAL PROJECT SERVICES**

**1.1 Essential Services.**

- 1.1.1 The Professional, as professional design advisor to the Owner for the Project, accepts and acknowledges the relationship of trust and confidence established with the Owner and agrees to furnish professional services to the Owner in an expeditious, economical and proper manner consistent with the Owner's interests and objectives.
- 1.1.2 The Professional agrees to provide all necessary architectural and engineering services required to professionally accomplish the Professional's scope of services.

**1.2 Project Design Schedule And Professional Coordination.**

- 1.2.1 The Professional shall be responsible for coordinating the services provided by all the Owner's Professionals, including but not limited to geotechnical and civil engineers, surveyors, and third-party LEED® consultants.
- 1.2.2 The Professional shall, not more than fourteen calendar days after the execution of this Contract For Professional Services, prepare and submit a Project Design Schedule for review and acceptance by the Owner. The Project Design Schedule shall include all pertinent Project dates and periods.
- .1 The Project Design Schedule shall include the Project design completion date, any guidelines and milestone dates required by the Owner, sufficient time for review of documents and submittals, and the date of Final Completion as required by the Owner.
- .2 The Project Design Schedule shall include and properly coordinate all dates for performance of services and tasks so that the Project design and the Project construction can be completed in a timely and orderly fashion consistent with the required date of Final Completion.
- .3 By reviewing the Project Design Schedule, the Owner does not assume any of the Professional's responsibility that the Project Design Schedule be coordinated or complete, or for orderly and timely completion of the Project design and the Project construction by the required date of Final Completion, and review and acceptance of the Project Design Schedule by the Owner shall not relieve the Professional of any of its responsibilities.
- 1.2.3 The Professional shall determine and promptly notify the Owner in writing when it believes adjustments to the Project Design Schedule are necessary, but no such adjustments shall be effective unless approved in writing by the Owner.

**1.3 Miscellaneous General Services.**

- 1.3.1 As required for the Project, the Professional shall secure all approvals from governing authorities with jurisdiction over the Project, including the state fire marshal, and shall develop, coordinate and submit all documents necessary for LEED® certification.
- 1.3.2 When requested by the Owner, the Professional shall attend meetings of governmental or community bodies or boards interested in the Project.
- 1.3.3 When requested by the Owner, and as required for the Project, the Professional shall assist the Owner in the prequalification, interview, evaluation, recommendation and selection of a Construction Manager.

**1.4 Additional Or Modified Required Services.** Additional or modified required services, if any, included in General Project Services are listed in Appendix 1 and incorporated herein by reference.

**ARTICLE 2  
PRELIMINARY DESIGN SERVICES**

**2.1 Investigation And Analysis.** The Professional shall:

- (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified;
- (ii) familiarize itself with the survey, and the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project;
- (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budgeted Total Project Construction Cost;
- (iv) familiarize itself with pertinent Project dates and programming needs, including the Project Design Schedule;
- (v) review and analyze all Project geotechnical, Hazardous Substance, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations;
- (vi) familiarize itself with, review and analyze local zoning restrictions and requirements;
- (vii) coordinate its design with the Owner's information and technology systems department; and,
- (viii) gather any other information necessary for a thorough understanding of the Project.



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If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Professional shall also:

- (viii) review all available as-built and record drawings, plans and specifications; and,
- (ix) thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and potential conflicts, and ascertain the specific locations of pertinent structural, mechanical and electrical components.

2.2 **Preliminary Design And Estimate.** The Professional shall, based upon its activities pursuant to Paragraph 2.1:

- (i) in accordance with schedule requirements, provide to the Owner preliminary design drawings including, but not limited to site plans, elevations and cross-sections, graphic presentation materials and other documents that fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, alternative design recommendations and proposals, and selections of exterior and interior finishes;
- (ii) regularly meet with the Owner and, if applicable, the Owner's Construction Manager, to discuss and review preliminary design drawings;
- (iii) resolve all problems, conflicts, defects or deficiencies identified during the review and evaluation of the preliminary design drawings,
- (iv) coordinate and prepare support materials required by the Owner for submittal to the Michigan Joint Capital Outlay Committee; and,
- (v) [GENERAL CONTRACTOR PROJECT]: upon completion of the preliminary design drawings, prepare and submit to the Owner a preliminary estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems.  
*Or [Use one and delete the other]*
- (v) [CONSTRUCTION MANAGE PROJECT]: upon completion of the preliminary design drawings, coordinate with and assist as appropriate the Owner's Construction Manager to prepare a preliminary estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems. ]

2.3 **Recommended Testing.** The Professional shall prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil-bearing capacity, to assist the Owner in securing all necessary Project testing.

2.4 **Excessive Cost Estimate.** If the preliminary estimate of Total Project Construction Cost exceeds the budgeted Total Project Construction Cost, the Owner may:

- (i) accept the preliminary estimate of Total Project Construction Cost and revise the budgeted Total Project Construction Cost;
- (ii) cancel the Project or any portion thereof;
- (iii) terminate this Contract For Professional Services;
- (iv) revise the scope of the Project as required to reduce the preliminary estimate of Total Project Construction Cost; or
- (v) require the Professional, at no cost to the Owner, to modify the preliminary design drawings in a manner which will result in an estimate of Total Project Construction Cost within the budgeted Total Project Construction Cost.

2.5 **Additional Or Modified Required Services.** Additional or modified required services, if any, included in Preliminary Design Services are listed in Appendix 1 and incorporated herein by reference.

### ARTICLE 3 CONSTRUCTION DOCUMENTS SERVICES

3.1 **Review Construction Documents.** Based on the information obtained during its activities pursuant to Articles 1 and 2, the Project Design Schedule, any modifications authorized by the Owner, any adjustments authorized by the Owner to the budgeted Total Project Construction Cost, and upon written approval of the preliminary design drawings by the Owner, the Professional shall prepare in accordance with the Project Design Schedule review Construction Documents which detail the Work within the budgeted Total Project Construction Cost, if and as adjusted. Review Construction Documents shall:

- (i) be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work;
- (ii) take into account existing Site features and structures, and safely and efficiently integrate the Work into existing Site features and structures;
- (iii) include all labor, material, and equipment necessary to complete the Work;
- (iv) portray Work which meets the Owner's disclosed, demonstrated or documented aesthetic, functional and operational objectives;
- (v) be fit and proper for the purpose intended;
- (vi) include all design elements necessary for the structure to successfully obtain LEED® base certification;
- (vii) comply with the Owner's Planning and Design Standards and all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project in effect on the date the documents are delivered to the Owner, including but not limited to the Americans With Disabilities Act, the Michigan Building Code, NFPA 101 Life Safety Code, Michigan Energy Code, and MIOSHA; and,



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- (viii) include all appropriate and advisable Project testing requirements including, without limitation, geotechnical, Hazardous Substance, structural, chemical, electrical, or mechanical tests and investigations, and construction materials testing.

In accordance with the Project Design Schedule, but at no less intervals than 50% and 90% completion, the Professional shall provide to the Owner four sets of review Construction Documents,

- 3.2 **Final Construction Documents.** After the Professional's receipt and review of any comments from the Owner and the Contractor, if any, the Professional shall prepare final Construction Documents which detail the Work within the budgeted Total Project Construction Cost, if and as adjusted. At the time final Construction Documents are provided to the Owner for the Owner's final review, the Professional shall notify the Owner in writing of any comments of the Owner and Contractor which have not been incorporated into the final Construction Documents. Final Construction Documents shall meet the criteria set forth in Subparagraphs 3.1 (i) through 3.1 (vii).
- 3.2.1 The Professional shall provide to the Owner:
- (i) four hardcopy sets of final Construction Documents in a form suitable for reproduction;
  - (ii) one set of final Construction Documents on a CD-RW disc, in AutoCad Version 14 or higher format; and,
  - (iii) any sealed set(s) required by any governmental agency to secure necessary approvals and permits.
- 3.2.2 The Professional shall provide to the Contractor two hardcopy sets of final Construction Documents in a form suitable for reproduction
- 3.2.3 The Professional shall provide to the Owner's insurance adviser one hardcopy set of final Construction Documents.
- 3.2.4 All final Construction Documents prepared by the Professional shall bear the seal of the Professional's architect or engineer responsible for the Construction Documents.
- 3.3 **Owner's Review.** The Owner's review of the Construction Documents does not relieve the Professional of the responsibility of providing contracted services including, but not limited to, thorough, ongoing quality control.
- 3.4 **Final Cost Estimate [GENERAL CONTRACTOR PROJECT].** Upon completion of the Final Construction Documents, the Professional shall prepare and submit to the Owner a final estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems.  
*Or [Use one and delete the other]*
- 3.4 **Final Cost Estimate [CONSTRUCTION MANAGER PROJECT].** At the time of submission of final Construction Documents to the Owner, the Professional shall coordinate with and assist as appropriate the Owner's Construction Manager to prepare a final estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems.
- 3.5 **Additional Or Modified Required Services.** Additional or modified required services, if any, included in Construction Documents Services are listed in Appendix 1 and incorporated herein by reference.

#### ARTICLE 4 PRE - CONSTRUCTION SERVICES

- 4.1 **Selection Of General Contractor.** The requirements of this Article 4 apply only if the Owner intends to engage a General Contractor as the Contractor to construct the Project. In accordance with the Project Design Schedule, the Professional shall assist the Owner in selecting and contracting with the General Contractor.
- 4.2 **Contract For Construction With General Contractor.** The Professional shall obtain from the Owner the most current version of the Owner's Contract For Construction with a General Contractor.
- 4.2.1 The Professional shall review and familiarize itself with the Owner's Contract For Construction and shall promptly notify the Owner of proposed modifications or additions necessitated or suggested by conditions in the Project location.
- 4.2.2 After receipt and evaluation of any proposed changes, the Owner will furnish to the Professional the final version of the Contract For Construction for inclusion in the document packets described in Paragraph 4.3.
- 4.3 **Document Packets For General Contractor.**
- 4.3.1 The Professional shall prepare and assemble document packets for use in bidding or negotiating the Contract For Construction with a General Contractor which contain the following items:
- (i) statement of competitive bid or negotiated proposal requirements including, as applicable (a) date, time, location and conditions for bid submission and contract award, or (b) procedure and timing for presentation, review and discussion of proposals;
  - (ii) necessary bid or proposal forms, bond forms, qualification, history and experience forms, and similar items;
  - (iii) final Construction Documents;
  - (iv) detailed list of all shop drawings, samples and product data to be supplied to the Professional for review and comment; and,
  - (v) Contract For Construction, as furnished by the Owner pursuant to Paragraph 4.2.2.



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4.3.2 Unless the Owner expressly agrees or directs in writing, the Professional shall ensure that no document packet contains any reference to or form of the budgeted or estimated Total Project Construction Cost.

#### 4.4 **Prospective General Contractors.**

4.4.1 **Negotiated Contract For Construction.** If the Work will be performed by a General Contractor pursuant to a negotiated Contract For Construction, the Professional shall, unless otherwise directed by the Owner:

- (i) prepare and submit to the Owner a list of not less than three prospective General Contractors which the Professional reasonably believes to be qualified and competent to perform the Work. Based upon information known or reasonably available to the Professional, it shall advise the Owner with respect to each entity's (a) responsibility, (b) technical competence, (c) financial stability, (d) similar project experience, (e) current work load, and (f) any other factors which might impact the Project;
- (ii) furnish to the Owner a sufficient number of document packets for dissemination to interested General Contractors; and,
- (iii) participate in the interview and selection process and denominate which General Contractor it believes is the most qualified and competent to perform the Work.

4.4.2 **Competitively-Bid Contract For Construction.** If the Work will be performed by a General Contractor pursuant to a competitively bid Contract For Construction, the Professional shall:

- (i) assist the Owner in publicizing and developing interest in the Project and, when requested to do so by the Owner, pre-qualify bidders;
- (ii) Prepare the Advertisement for Bids and place the advertisement in publications as directed by the Owner;
- (iii) disseminate document packets to potential bidders;
- (iv) review and approve or take other appropriate action on proposed substitutions and voluntary alternates, if any;
- (v) respond to requests for information and questions from potential bidders;
- (vi) prepare and distribute addenda to the Construction Documents, and otherwise assist the Owner, as required to resolve any questions arising during the bidding and negotiating process;
- (vii) organize and conduct a pre-bid conference for potential bidders;
- (viii) organize and conduct the bid opening process, concluding with a written report of the bid results to the Owner; and,
- (ix) advise the Owner with respect to the responsiveness of each bid and if each firm is a responsible bidder, and make recommendations to the Owner regarding contract award.

4.5 **Pre-Construction Meeting.** Prior to the beginning of any Work, the Professional shall call and run a pre-construction meeting for the purpose of planning and scheduling the overall Project. This meeting must be attended by the Contractor and such subcontractors or other parties as the Professional may direct, and by an experienced, qualified representative of the Professional who is knowledgeable about the Project and competent to answer questions about the Construction Documents.

4.6 **Pre-Start Meeting:** Prior to the beginning of any Work or phase Work, the Professional shall meet with the Contractor's Representative, representatives of subcontractors, and others actually involved in the Work to discuss specifications, standards, areas of concern and quality assurance.

4.7 **Additional Or Modified Required Services.** Additional or modified required services, if any, included in Pre-Construction Services are listed in Appendix 1 and incorporated herein by reference.

### ARTICLE 5 CONSTRUCTION SERVICES

5.1 **Administration.** The Professional shall (i) be the Owner's design representative during performance of the Work; (ii) consult and advise on all design and technical matters; (iii) be the Owner's representative in dealing with the Contractor from the effective date of the Contract For Construction until one year from the date of achievement of Substantial Completion; and, (iv) administer the Contract For Construction.

5.2 **Interpretations And Clarifications.** The Professional shall act as initial interpreter of the requirements of the Contract For Construction and as the Owner's advisor on claims. The Professional shall promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. The Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with the Contract For Construction.

5.3 **Submittals And Shop Drawings.** The Professional shall in not more than fourteen calendar days after receipt, and in accordance with all Project schedule requirements, review, certify, approve, reject or take other appropriate action on, and return all submittals such as shop drawings, product data and samples. The Professional shall not approve any such submittals unless such submittals conform with (i) the Project design concept; (ii) the Construction Documents; (iii) the Contract For Construction; (iv) proper fit and coordination of general, mechanical, electrical and energy management



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components; (v) designed performance characteristics (ratings); and, (vi) the Owner's budgeted Total Project Construction Cost.

5.4 **Equals.** The Professional shall promptly and in accordance with all Project schedule requirements, review and approve, reject or take other appropriate action on proposed "equal materials or equipment". The Professional shall not approve any such proposed equal materials or equipment unless such equals conform to (i) the Project design concept; (ii) the Construction Documents; (iii) the Contract For Construction; and, (iv) the Owner's budgeted Total Project Construction Cost.

5.5 **Testing.**

5.5.1 The Professional shall promptly, and in accordance with all Project schedule requirements, require submission of, review and evaluate the results of all inspections, tests and written reports required by the Contract For Construction and by any governmental entity having jurisdiction over the Project. The Professional shall take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Professional deems appropriate. The Professional shall promptly reject Work which does not conform to and comply with testing requirements.

5.5.2 The Professional shall promptly require inspection or testing of any Work in addition to that required by the Contract For Construction or governmental entities having jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional shall take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Professional deems appropriate. The Professional shall promptly reject Work which does not conform to and comply with testing requirements.

5.6 **Visits To The Site, Construction Inspections And Rejection Of Work.**

5.6.1 The Professional shall visit the Project Site with sufficient frequency to familiarize itself with the progress and quality of the Work and to carefully and closely observe the Work to determine compliance of the Work with  
(i) the Contract For Construction, including the Construction Documents;  
(ii) the Construction Schedule; and,  
(iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

5.6.2 The Professional shall attend regular job site meetings with the Contractor and other necessary parties.

5.6.3 Each on-site construction visit shall be conducted by an experienced, qualified representative of the Professional who is knowledgeable about the Project and competent in each discipline which has trade activities in progress at the time of the inspection. The Professional shall deliver a written report to the Owner summarizing the Project status not later than 5:00 pm on the second business day following the day of the meeting.

5.6.4 The Professional shall exercise care and diligence in discovering and reporting to the Owner in writing the results of its visit, including defects and deficiencies in the Work, and shall recommend to the Owner appropriate courses of action.

5.6.5 The Professional shall promptly disapprove or reject Work which does not comply with:

- (i) the Contract For Construction including the Construction Documents; or
- (ii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

5.6.6 The Professional shall immediately notify the Owner and the Contractor in writing when it has disapproved or rejected any Work.

5.7 **HVAC Balancing Report.** Not later than the date of Substantial Completion, the Professional shall review the balancing report from the Owner's consultant with respect to all HVAC systems designed under this Contract For Professional Services and installed under the Contractor's Agreement. Should the balancing report indicate that the HVAC systems do not perform in accordance with the design specifications, the Owner, the Professional and the Contractor shall jointly determine the cause of the discrepancy.

5.7.1 If the equipment has not been furnished and installed in accordance with the Construction Documents and/or manufacturers' instructions and directions, and/or does not perform in accordance with the ratings stated in the Project specifications, the Contractor will make the required corrections at no additional cost to the Owner, including the cost of additional balancing and/or testing required to verify that the design specifications are met.

5.7.2 If the equipment has been properly furnished and installed in accordance with the Construction Documents and manufacturers' instructions and directions, and performs in accordance with specified ratings, but the system does not achieve the design requirements, the Professional shall perform the required re-design at no additional cost to the Owner, and shall pay the Owner the added cost of construction corrections required including, but not limited to: changes, modifications, additions to or subtractions from ductwork, dampers, piping, valves, circuit setters and other accessories, and additional balancing and testing to verify that the re-design specifications are met.

5.8 **Minor Changes, Change Order Requests And Change Orders.**

5.8.1 The Professional, without the Owner's prior approval, may authorize or direct minor changes in the Work which



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are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, visual concepts or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this subparagraph, the Professional shall not have authority to direct or authorize changes in the Work without the Owner's prior written approval; however, the Professional shall provide a contemporaneous copy of any written field order to the Owner.

- 5.8.2 The Professional shall promptly consult with and advise the Owner concerning, and shall administer and manage, all change order requests and change orders.
- 5.8.3 The Professional shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
- 5.8.4 The Professional shall promptly prepare and submit change order requests for the Owner's approval and acceptance.
- 5.8.5 The Professional shall promptly administer and manage all minor changes, change order requests, and change orders on behalf of the Owner.
- 5.8.6 In the event a change order request is approved by the Owner in the absence of an agreement with the Contractor as to cost, time, or both, the Professional shall:
  - (i) receive and maintain all documentation pertaining thereto required of the Contractor;
  - (ii) examine such documentation on the Owner's behalf;
  - (iii) take such other action as may be reasonably necessary or as the Owner may request; and,
  - (iv) make a written recommendation to the Owner concerning any appropriate adjustment in the construction cost or time and issue a change order for approval by the Owner.

## 5.9 Application For Payment From Contractor.

- 5.9.1 The Professional shall review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to any Contractor and, based upon such review, together with its inspections of the Work, shall authorize payment by the Owner to the Contractor(s) in writing. Such authorization shall constitute the Professional's certification to the Owner that:
  - (i) the Work described in the Contractor's invoice has progressed to the level indicated and has been performed in accordance with the Contract For Construction;
  - (ii) all necessary and appropriate lien waivers have been submitted; and,
  - (iii) the amount requested is currently due and owing to the Contractor.

5.9.2 In the case of unit-price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

- 5.10 **Liens.** The Professional shall promptly notify the Owner in writing of any information it obtains pertaining to any claim or alleged claim, including but not limited to mechanics' liens, construction liens, and Contractor's trust fund claims, or similar claims, involving any Project Contractor, supplier, contractor, or subcontractor, whether or not such claims or alleged claims arise from or relate to the Project.

## 5.11 Substantial Completion.

5.11.1 Not less than twenty-eight calendar days prior to the anticipated date of Substantial Completion, the Professional shall obtain from the Contractor and deliver to the Owner all equipment operating and maintenance instructions and manuals, parts lists, guaranties and warranties, so as to allow adequate time for training prior to commissioning and the Owner's occupancy of the Project.

5.11.2 When the Contractor believes that the Work is substantially complete, it will notify the Owner and the Professional that the Work is ready for the substantial completion inspection. Upon receipt of such notification, the Professional shall coordinate with the Owner and the Contractor a date for the inspection.

5.11.3 At or prior to the substantial completion inspection, the Contractor will prepare and furnish to the Professional a Declaration of Substantial Completion which the Professional shall review for completeness. At a minimum, the Declaration of Substantial Completion must:

- (i) contain a blank for entry of the date of Substantial Completion, which date fixes the commencement date of warranties and guaranties and allocates between the Owner and the Contractor responsibility for security, utilities, damage to the Work and insurance;
- (ii) include a list of items to be completed or corrected and state the time within which the Contractor will complete or correct listed items; and,
- (iii) contain signature lines for the Owner, the Contractor and the Professional.

- 5.11.4 At the substantial completion inspection, the Professional shall
  - (i) inspect the Work;
  - (ii) add to the Contractor's list any other items to be completed or corrected; and,
  - (iii) determine, in consultation with the Owner, whether the Work is substantially complete.

If the Work is not substantially complete, the process shall be repeated until the Work is substantially complete. When the Owner, the Contractor and the Professional agree that the work is substantially complete, they shall each sign the Declaration of Substantial Completion.



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5.11.5 Within the time stated for completion or correction of the list of items included with the Declaration of Substantial Completion, the Professional shall:

- (i) secure from the Contractor all keys, manuals, affidavits, releases, bonds, waivers, permits, as-built and record drawings and markups, and other documents necessary for close-out of the Work, including the Certificate of Occupancy;
- (ii) obtain from the Contractor a list containing the names, addresses and telephone numbers of all contractors, sub-contractors and material suppliers on the Project; and,
- (iii) obtain, review and determine the propriety of all close-out documents, and shall immediately inform the Contractor about any deficiencies.

**5.12 Final Completion.**

5.12.1 When the Contractor believes that the Work is finally complete, the Contractor will notify the Owner and the Professional that the Work is ready for final inspection. Upon receipt of such notification, the Professional shall coordinate with the Owner and the Contractor a date for the inspection.

5.12.2 At or prior to the Final Completion inspection, the Contractor will prepare and furnish to the Professional:

- (i) certification that all obligations for payment for labor, materials or equipment related to the Work have been paid or otherwise satisfied;
- (ii) certification that all insurance required of the Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner;
- (iii) the written consent of the surety(ies), if any, to final payment; and,
- (iv) full waivers of mechanics or construction liens, releases of Contractor's trust fund or similar claims, and release of security interests or encumbrances on the Project property.

The Professional shall review and determine the propriety of all Final Completion documents, and shall immediately inform the Contractor about any deficiencies.

5.12.3 At the Final Completion inspection, the Professional shall:

- (i) inspect the Work;
- (ii) determine whether the Contractor has satisfactorily completed or corrected all items on the list included with the Declaration of Substantial Completion;
- (iii) determine whether the Work complies with (a) the Contract For Construction, (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
- (iv) determine whether required inspections and approvals by the official(s) having jurisdiction over the Project have been satisfactorily completed; and,
- (v) determine, in consultation with the Owner, whether the Work is finally complete.

5.12.4 If the Work is not finally complete, the process shall be repeated until the Work is finally complete.

**5.13 Certification Of Final Payment To Contractor.**

5.13.1 Promptly after the Work is determined to be finally complete and the Professional determines that the Contractor has properly submitted the items referenced in Paragraphs 5.11.1, 5.11.5 and 5.12.2, the Professional shall determine whether the Contractor is entitled to final payment and, if so, shall so certify to the Owner in writing.

5.13.2 The Professional's certification that the Contractor is entitled to final payment constitutes the Professional's representation to the Owner that:

- (i) the Work complies with (a) the Contract For Construction, (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
- (ii) the Contractor has submitted proper Final Completion close-out documents required by Paragraphs 5.11.5 and 5.12.2;
- (iii) all mechanics' liens, construction liens, Contractor's trust fund claims, and similar claims have been resolved, or in the alternative, all appropriate waivers and appropriate indemnification(s) have been secured; and,
- (iv) the Contractor is entitled to final payment.

**5.14 Professional's Submittals To Owner.** The Professional shall provide to the Owner, at the time it submits a signed certificate of final payment, the following items:

- (i) all Final Completion close-out documents and items obtained from the Contractor; and,
- (ii) close-out documents in accordance with the Owner's Planning and Design Standards in effect on the date of the Agreement.

The Professional's submittals for payment shall include a line item entitled "Final Completion Payment", indicating for this line item the following amount based upon the total contracted fees, exclusive of expenses:

\$200,000 or less	\$ 5,000
\$200,001 to \$500,000	\$10,000



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Contract For Professional Services (Architect Form)  
Chapter 2: Professional's Agreement ©2008

\$500,001 to \$1,000,000	\$15,000
Over \$1,000,000	\$20,000

The Final Completion Payment shall be paid by the Owner, as final payment to the Professional, when the Professional has completed the requirements of this paragraph.

- 5.15 **Additional Or Modified Required Services:** Additional or modified required services, if any, included in Construction Services are listed in Appendix 1 and incorporated herein by reference.

**ARTICLE 6  
PROFESSIONAL'S EXTRA SERVICES**

- 6.1 **Definition Of Extra Services.** Extra services include, but are not limited to:
- (i) services necessary to significantly revise final Construction Documents when such revisions are (a) inconsistent with approvals or instructions previously given by the Owner; (b) required by the enactment or revision of applicable laws, statutes, building codes, rules and regulations of any governmental, public and quasi-public authority or agency having jurisdiction over the project subsequent to the completion of such documents; or (c) required by the Owner's election to revise the scope of the Work when such revisions are not necessitated by (aa) deficiencies or conflicts in, or discrepancies between, the Construction Documents; (bb) the Professional's failure to perform its duties or substantially perform in accordance with the terms of this Contract For Professional Services; or (cc) other acts or omissions of the Professional;
  - (ii) structural, mechanical, chemical and other laboratory tests, inspections and reports required by law or the Construction Documents, or otherwise necessary, not otherwise obtained by the Owner or the Contractor, at the Professional's documented cost;
  - (iii) services required in connection with replacement of Work damaged by natural catastrophe or intentional acts of parties other than the Professional or employees, agents or subcontractors of the Professional during construction;
  - (iv) services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the Owner, except when such proceedings involve issues of fault, neglect or alleged liability of the Professional, or its agents, employees, or consultants;
  - (v) services required by any failure to adequately perform contractual responsibilities by any (i) Contractor; (ii) any Contractor's subcontractor(s) or supplier(s); or (iii) the Owner;
  - (vi) services required by change orders initiated by the Owner, including as applicable, those services specified in Paragraph 5.9;
  - (vii) other services not included in Required Services mutually agreed to by the Owner and the Professional in writing; and,
  - (viii) attendance at governmental or community body meetings, as specified in Paragraph 1.3.2, beyond the number stated in the Owner's request for proposal.
- 6.2 **Initiation Of Extra Services.** The Professional shall provide such extra services as are initiated and authorized in writing by the Owner prior to performance. The services described in this Article 6 are not included in Required Services unless identified as an "Additional Required Service or Modified Required Service".
- 6.3 **Payment For Extra Services.** The Professional's payment for Extra Services shall be in accordance with the provisions of Chapter 1, Paragraph 4.2.
- 6.4 **Additional Or Modified Required Services:** Additional or modified required services, if any, included in Extra Services are listed in Appendix 1 and incorporated herein by reference.



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**APPENDIX 1  
ADDITIONAL OR MODIFIED REQUIRED SERVICES**

**GENERAL PROJECT SERVICES [¶ 1.4]**

*[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]*

**PRELIMINARY DESIGN SERVICES [¶ 2.5]**

*[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]*

**CONSTRUCTION DOCUMENTS SERVICES [¶ 3.5]**

*[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]*

**PRE-CONSTRUCTION SERVICES [¶ 4.7]**

*[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]*

**CONSTRUCTION SERVICES [¶ 5.15]**

*[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]*

**EXTRA SERVICES [¶ 6.4]**

*[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]*



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