

*Original*

**Part 1**

**STANDARD FORM OF AGREEMENT**  
**BETWEEN**  
**WASATCH SCHOOL DISTRICT AND**  
**SANDSTROM ASSOCIATES ARCHITECTURE**

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AGREEMENT made as of the 16th day of November, 2006.

BETWEEN the Architect's client identified as the Owner:

Wasatch County School District  
101 East 200 North  
Heber City, UT 84032  
Telephone Number: 435-654-0280  
Fax Number: 435-654-4714

And the Architect:

Sandstrom Associates Architecture, Professional Corporation  
845 South 220 East  
Orem, UT 84058  
Telephone Number: 801-229-0088  
Fax Number: 801-229-0089

For the following Project:

New Wasatch High School  
Located near  
900 South 500 East  
Heber City, UT 84032

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§1.1.1 This Agreement is based on the following information and assumptions.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§1.1.2 PROJECT PARAMETERS

§1.1.2.1 The objective or use is:

The new Wasatch High School is approximately 308,000 sq. ft. based on the re-use of Sandstrom Associates Architecture "Architect's" existing designs with necessary modifications to fit the needs of Wasatch School District "Owner" as approved by Owner.

§1.1.2.2 The physical parameters are:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

§1.1.2.3 The Owner's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

§1.1.2.4 The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

§1.1.2.5 The financial parameters are as follows:

- .1 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation is: Fifty Million Five Hundred One Thousand Eight Hundred Eighty-six Dollars (\$50,501,886.00).
- .2 Amount of the Owner's budget for the Cost of the Work, including the Architect's compensation is: Fifty-two Million Two Hundred Eighteen Thousand Nine Hundred Fifty Dollars and Twelve Cents (\$52,218,950.12).
- .3 The Cost of the Work shall not exceed Owner's budget as set forth above except as provided elsewhere herein.
- .4 Prior to the execution of this Agreement, Owner has paid in advance \$382,500.00 to Architect to cover engineering fees.

§1.1.2.6 The time parameters are:

Plans shall be available for bidding no later than January 31, 2007 with an occupancy date no later than August 1, 2009.

§1.1.2.7 The proposed procurement or delivery method for the Project is:

Construction Manager/General Contractor with a guaranteed maximum price.

§1.1.2.8 Other parameters are:

*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

§1.1.3 PROJECT TEAM

§1.1.3.1 The Owner's Designated Representative is:

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

Terry Shoemaker, Superintendent  
Wasatch County School District  
101 East 200 South  
Heber City, UT 84032

Keith Johansen, Business Administrator  
Wasatch County School District  
101 East 200 South  
Heber City, UT 84032

§1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

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

§1.1.3.4 The Architect's Designated Representative is:

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

Stephen E. Sandstrom, Principal  
845 South 220 East  
Orem, UT 84058  
Telephone Number: 801-229-0088  
Fax Number: 801-229-0089

Curtis Livingston, Senior Project Manager  
845 South 220 East  
Orem, UT 84058  
Telephone Number: 801-229-0088  
Fax Number: 801-229-0089

§1.1.3.5 The consultants retained at the Architect's expense are:

*(List discipline and, if known, identify them by name and address.)*

Civil Engineer (On-Site portion only)  
Structural Engineering  
Mechanical Engineering  
Electrical Engineering  
Acoustical  
Landscape Architect  
Kitchen Consultant  
Technology Consultant  
Architectural Design Consultant

Summit Engineering  
Bsumek/Mu Associates  
Nielson Engineering  
Nielson Engineering  
Nielson Engineering  
Allan Christensen Enterprises  
Miller & Jedrziwski Associates  
Audio Visual Innovations  
Lythgoe Design Group, Inc.

§1.1.4 Other important initial information is:

Items included in architect's services in addition to those services described in this Agreement:

- Complete Contract Documents
  - Civil Engineering (On-Site portion only)
  - Architectural Drawings
  - Structural Engineering
  - Mechanical Engineering
  - Electrical Engineering
  - Acoustical Consultant
  - Landscape Drawings
  - Kitchen Plans
  - Specifications
- Building Energy Analysis
- Coordination and Approval of All Local and State Agencies
- Bidding Phase
- Shop Drawing Review
- Interior Design with Painting & Decorating Schedule
- Weekly Site Visits or More, If Necessary
- Substantial Completion Inspection
- As-Built Drawings and Specifications
- One year Warranty/Follow-Up Inspection

Items not included in Architect's services:

- Geotechnical Services
- Off-Site Civil Engineering
- Printing of Construction Documents
- Quality Assurance testing (i.e., concrete tests, soil compaction and welding tests, etc.)

§1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the Owner's standard General and Supplementary Conditions modified by the Owner prior to or after the date hereof; provided that such General Conditions in each case may not be modified hereafter in a manner to increase the Architect's liability or duties without the Architect's consent, which consent shall not be unreasonably conditioned, withheld, or delayed.

§1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

## ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team; provided that the foregoing shall not limit

in any way the Architect's obligation to perform its obligations pursuant to the Contract documents.

#### §1.2.2 OWNER

§1.2.2.1 Unless otherwise provided under this Agreement, upon the Architect's reasonable request, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§1.2.2.2 The Owner may periodically update the budget for the Project, including that portion allocated for the Cost of the Work. In the event the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget are significantly increased or decreased during the course of the Project, the Architect's compensation shall be equitably adjusted as mutually agreed upon by the Owner and Architect based on the increase or decrease in the services to be provided by Architect as a result of such change.

§1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§1.2.2.5 Unless otherwise provided in this Agreement, 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.

§1.2.2.6 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; provided that if such services are required as a result of errors or omissions of the Architect, or the untimeliness of the Architect's services, inconsistent with the prevailing industry standard of care, the Architect shall pay the costs thereof.

§1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service; provided that the failure to provide such notice shall not relieve the Architect of its responsibilities hereunder.

#### §1.2.3 ARCHITECT

§1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4. The Architect shall engage only the services of engineers and consultants who are licensed in the State of Utah and carry appropriate and customary types of professional liability insurance coverage in form and substance mutually acceptable to the Owner and the Architect. The Architect shall cause certified copies of such insurance (in form acceptable to the Owner) to be filed with the Owner. The Architect shall be directly liable to the Owner for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Architect or its engineers or professional consultants based upon the prevailing industry standard of care. The Architect shall evidence such duty of care to the Owner by virtue of appropriate provisions in the written contracts between the Architect and such engineers and other professional consultants. The written contracts with such engineers and other professional consultants shall: (a) require such engineers and consultants to maintain the standard of care of their profession in the performance of their services throughout the Project; and (b) be subject to the approval of the Owner with respect to guaranties, warranties, insurance, and the quality of the professional services rendered. The Owner shall be an intended third party beneficiary of all agreements, duties, and obligations by any engineers or professional consultants hired by Architect.

§1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with subparagraph 1.1.2.6. Before the Architect submits its first invoice to the Owner, the Architect shall submit for the Owner's approval a comprehensive schedule for the performance of the Architect's services which shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, and as agreed to by the Owner, as the Project proceeds. This 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. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. Without limiting the generality of the foregoing, the Architect shall perform its services in a timely fashion so as to not delay the progress of the Work. The Architect shall maintain the standard of care of the architectural profession over the technical accuracy of its work, the coordination of its work, and the work of its consultants as it relates to the Project, and in the observation of the work performed by contractors. The Architect shall exercise due professional skill and care to endeavor to assure that the Project in its design shall be fully constructible, functional, operational, free from defects, and in compliance with all applicable codes, laws, and regulations as interpreted and enforced by applicable building inspection officials.

§1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project. The Architect or the Architect's representative shall render decisions in a timely manner pertaining to documents submitted to the Owner or the contractor in order to avoid unreasonable delay in the orderly and sequential progress of the work.

§1.2.3.4 The Architect shall maintain the confidentiality of information, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The

Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information.

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

§1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, provided that nothing therein shall relieve the Architect from performance of its obligations hereunder. The Architect shall review information provided by the Owner for completeness as necessary for the performance of the Architect's services and shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

#### ARTICLE 1.3 TERMS AND CONDITIONS

##### §1.3.1 COST OF THE WORK

§1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect, which estimate and design shall have been previously approved in writing by the Owner.

§1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

##### §1.3.2 INSTRUMENTS OF SERVICE

§1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, subject to this Section 1.3.2 and shall retain all common law, statutory and other reserved rights, including copyrights. The Architect shall deliver to the Owner prior to the start of construction one (1) complete set of all drawings and specifications on CAD computer disks.

§1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive and non-terminable license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining buildings within the boundaries of Wasatch School District. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The foregoing license shall be deemed to permit the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project or any other building in the Wasatch School District.

§1.3.2.3 The Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects without the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service without the Architect's written consent shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§1.3.2.4 The Architect shall indemnify, defend, and hold the Owner harmless from and against any and all claims that the drawings or specifications prepared by the Architect or its consultants infringe upon any patent, trade secret, copyright, or any other property right of a third party, and shall indemnify the Owner for all costs, damages, and expenses (including reasonable attorneys' and professionals' fees) that arise or result from any such claim. The Owner shall notify the Architect promptly in writing of any such claim and shall cooperate with the Architect to defend or settle such claim. If such claim has been made or is, in the Architect's reasonable judgment, likely to be made, the Architect, at the Architect's option and sole expense, may procure the right for the Owner to continue using the drawings and specifications or improvements constructed using such drawings and specifications or to modify or replace such drawings and specifications or improvements constructed using such drawings and specifications to the owner's satisfaction so that they become non-infringing.

### §1.3.3 CHANGE IN SERVICES

§1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. The Architect shall notify the Owner in writing immediately upon the Architect's determination that Changes in Services are needed and justified. The Architect shall indicate in that notice: (a) the scope of the change; (b) the reason for the change; (c) the party, if any, whose acts or omissions the Architect believes resulted in the proposed change; (d) the estimated financial and schedule impacts of the change; and (e) a definitive statement of fees due the Architect for professional services and expenses related to such change. In addition to any other remedies available to the



Owner under this Agreement or under law, to the extent the change was the result, in whole or in part, of error, omission, inconsistency, or lack of clarity in the Contract Documents not consistent with the prevailing industry standard of care or was otherwise avoidable by full performance by the Architect, the professional services required to implement the change shall be performed by the Architect and the Architect's consultants at no cost to the Owner. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. The Architect shall be entitled to a Change in Service only if authorized in advance and in writing by the Owner. Notwithstanding anything to the contrary in this Agreement, the Owner shall not be responsible to pay, and the Architect shall not be entitled to receive compensation for any additional services if such services are required due to errors and omissions of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement not consistent with the prevailing industry standard of care.

§1.3.3.2 If any of the following circumstances materially affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate material revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate material changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner that necessitates changes to previously prepared Instruments of Service;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method, except for Services required under Subparagraph 2.1.7.6 and only to the extent that it increases the Architect's costs of performance of its services under this Agreement;
- .5 material failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1 that necessitates changes to previously prepared Instruments of Service.

#### §1.3.4 MEDIATION

§1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall, if mutually agreed upon by the Owner and Architect, be subject to non-binding mediation with a mutually acceptable mediator as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§1.3.4.2 The Owner and Architect shall, if mutually agreed upon by the Owner and Architect, endeavor to resolve claims, disputes and other matters in question between them (each a "Claim") by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the provisions of this Subparagraph 1.3.4. Request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of litigation, or if required hereunder, a demand for arbitration but, in such event, and if mutually agreed upon in writing, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§1.3.4.4 In the event the parties are unable to resolve any such claim by mediation or negotiation within sixty (60) days after the first notification of a Claim, then: (a) for all Claims involving a cumulative amount in controversy of less than \$50,000, the Claim shall be resolved by binding arbitration as set forth in Subparagraph 1.3.5 hereof; and (b) for all claims including an amount in controversy of \$50,000 or more, the Claim shall be determined by litigation in a state court of competent jurisdiction in the State of Utah unless the Owner elects binding arbitration by written notice to the Architect, in which case the Claim shall be resolved by binding arbitration as set forth in Subparagraph 1.3.5 hereof. The jurisdictions and methods for resolving claims set forth herein shall be the sole means for resolving any Claim arising out of or in connection with this Agreement and the Architect's services.

#### §1.3.5 ARBITRATION

§1.3.5.1 If required or if elected by the Owner pursuant to Subparagraph 1.3.4.4 hereof, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§1.3.5.2 Subject to Subparagraph 1.3.4.4 hereof, claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this

Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

#### §1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement; provided, that with respect to the Architect, Owner shall be entitled to recover its consequential damages up to but not exceeding whatever insurance coverage is required to be maintained by the Architect plus the amount of the Architect's fees provided for herein.

#### §1.3.7 MISCELLANEOUS PROVISIONS

§1.3.7.1 This Agreement shall be governed by the law of the State of Utah, unless otherwise provided in Section 1.4.2.

§1.3.7.2 Terms in this Agreement shall have the same meaning as those in the General Conditions.

§1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run either on the date of Substantial Completion (for acts or failures to act occurring prior to Substantial Completion of which the Owner was aware as a result of notice by the Architect) or upon the Owner's discovery of damages to the Owner or the Project resulting in any part from the act or failure to act by the Architect, whichever is later. Requirements of this paragraph are subject to the requirements of applicable statutes of limitation.

§1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The

Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site unless the hazardous or toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, the Architect shall immediately report that presence to the Owner in writing.

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

§1.3.7.8 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 10 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Architect shall not assign this Agreement without the written consent of the Owner. The Owner may assign this Agreement to an institutional lender providing financing for the Project. The Architect shall execute all documents reasonably required to facilitate such assignment.

#### §1.3.8 TERMINATION OR SUSPENSION

§1.3.8.1 If the Owner fails after at least fifteen (15) days prior written notice to the Owner to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give fifteen (15) days' written notice to the Owner. In the event of a proper suspension of services in accordance with this Subparagraph 1.3.8.1, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to such suspension and any reasonable and unavoidable

expenses incurred in the interruption and resumption of the Architect's services. The Architect's time schedules shall be equitably adjusted.

§1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days in any phase prior to the Contract Administration Phase, or for more than ninety (90) days during the Contract Administration Phase, the Architect shall be compensated for reasonable and unavoidable 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 time schedules shall be equitably adjusted.

§1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than ten (10) days' written notice.

§1.3.8.4 This Agreement may be terminated by either party upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§1.3.8.5 The Owner may for its convenience, with or without cause, including force majeure, terminate this Agreement in whole or in part at any time on at least twenty-four (24) hours written or telegraphic notice to the Architect stating the extent and effective time of such termination; whereupon, the Architect shall:

- (a) stop all work and place no further orders or subcontracts for the services except as may be necessary to complete portions of the services not terminated;
- (b) take any necessary action to protect property in the Architect's possession in which the Owner has or may acquire an interest;
- (c) complete the performance of the unterminated portion of the services; and
- (d) take any other reasonable action which the Owner in writing may direct.

In the event of termination under this Subparagraph 1.3.8.5, the Owner shall pay to the Architect a sum calculated in the same manner as set forth in the last sentence of Subparagraph 1.3.8.6 hereof. Termination of the Architect, with or without cause, shall not relieve the Architect of any duty, obligation, or professional standard of care with respect to services performed by the Architect prior to such termination.

§1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. In the event this Agreement is terminated due to the fault or breach of the Architect, the Architect shall be entitled to receive compensation for the portion of its fee then earned plus all substantiated Reimbursable Expenses incurred as of the date of the termination, less the Owner's damages and expenses caused by the Architect's default. In the event of termination not the fault of the Architect, the Architect, as its sole remedy, shall be entitled to receive compensation for the portion of its fee then earned, plus substantiated Reimbursable Expenses incurred as of the date of termination, not to exceed in any event the compensation provided for in Subparagraph 1.3.1, less payments received by the Architect prior to such termination.

### §1.3.9 PAYMENT TO THE ARCHITECT

§1.3.9.1 Unless otherwise expressly provided in this Agreement, payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly within thirty (30) days after presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is liable; provided that prior to any such deduction, the Owner shall advise the Architect of the amount of the deduction and the reasons therefore in a good faith attempt to remedy the problem prompting the reduction. Such invoice shall be on a form reasonably satisfactory to the Owner.

§1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 authorized out-of-state travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, postage, handling and delivery of Instruments of Service;
- .4 (item .4 has been intentionally deleted from this Agreement)
- .5 renderings, models and mock-ups requested in writing by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and,
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 (item .8 has been intentionally deleted from this Agreement)

§1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

## ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§1.4.1.1 Part 1, Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997, as modified herein.

§1.4.1.2 Part 2, Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, as modified herein.

§1.4.1.3 Other documents as follows:

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

§1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

§1.4.2.1 In addition to other insurance required by statute or under Subparagraph 2.9.1 of this Agreement, the Architect shall, at no additional cost to the Owner, provide professional liability insurance, issued by an insurance carrier approved in advance by the Owner and licensed to provide such coverage in the State of Utah, to compensate the Owner for all negligent acts, errors, and omissions by the Architect or its agents, employees, and/or consultants, and arising out of this Agreement. The policy shall provide coverage on a claims made basis in amount not less than One Million Dollars (\$1,000,000.00) per claim, and an amount not less than One Million Dollars (\$1,000,000.00) aggregate. Upon execution of this Agreement, and at every date for renewal of that policy, the Architect shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Utah. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment to any amounts due the Architect by the Owner. This policy shall remain in effect for the benefit of the Owner at least through any Architect's and Contractor's warranty periods covering the Project but in no case for less than twelve (12) months after the date of issuance of the final Certificate for Payment by the Architect.

§14.2.2 Subject to prevailing industry professional standards of care, the Architect shall indemnify and hold harmless the Owner and its employees, representatives, agents, and volunteers from any and all liability, loss, damage, claim, expense, or cost (including, without limitation, costs and fees of litigation, consultants, experts, and attorneys' fees) of every nature arising out of or in connection with the performance or that arise as a result, in whole or in part, of negligence, or error, omissions, failure to perform by the Architect, or its employees, representatives, agents, consultants, subcontractors, or subconsultants.

§1.4.2.3 The Architect shall indemnify and hold harmless the Owner for all damages, losses, or claims that arise as a result, in whole or in part, of the breach of by the Architect, or its employees, agents, and/or consultants of its duty of professional care and diligence hereunder.

§1.4.2.4 The Architect represents and warrants that neither it nor any of its principals or employees are presently or have in the past been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from soliciting work or services by any government entity, and neither it nor any of its principals or employees have been terminated during performance of a contract or have withdrawn from a contract to avoid termination.

§1.4.2.5 Within thirty (30) days after the date of this Agreement, and from time to time thereafter upon the Owner's request, the Architect shall submit to the Owner an updated management plan satisfactory to the Owner which plan demonstrates how the Architect will manage its responsibilities, identifies Project risks, and indicates how Project risks will be mitigated.

§1.4.2.6 The Architect hereby represents and warrants to the Owner and its assigns that the Architect:

- (a) is able to furnish the labor to complete the services required hereunder and to perform all of its obligations hereunder and has sufficient experience and competence to do so;
- (b) is authorized to do business in the State of Utah and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required hereunder and the Project; and
- (c) has visited the site of the Project, familiarized itself with the local conditions, under which the services required hereunder are to be performed and correlated its observations with all of the requirements of the Contract Documents.

The Architect agrees the representations and warranties in this Subparagraph 1.4.2.6 shall survive the completion of the Project or the termination of this Agreement.

§1.4.2.7 (Section 1.4.2.7 has been intentionally deleted from this agreement)

§1.4.2.8 The Architect acknowledges that the Owner is a public entity and that the Project involves a facility that will provide a public school(s) to the residents of Wasatch School District. The Architect shall perform all services under this Agreement utilizing the same standard of care and skill ordinarily exercised by members of the architectural profession. In any event, the Architect shall: (a) perform all services to be performed by it hereunder in accordance with all applicable laws, regulations, codes, and ordinances, including but not limited to, applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time, and (b) produce Drawings and Specifications that comply with, and that will allow the contractor to construct the Project in compliance with, all applicable laws, regulations, codes, and ordinances, including but not limited to, applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time. If the Architect fails to use such standard of care and skill, the Architect shall indemnify and hold the Owner harmless from and against any and all claims, suits, losses, damages, costs and expenses, including reasonable attorneys' fees and disbursements, asserted against or incurred by the Owner as a result of such failure.

## ARTICLE 1.5 COMPENSATION

§1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Compensation shall be 3.4% of the Cost of the Work and shall in no event exceed One Million Seven Hundred Seventeen Thousand Sixty-four Dollars and Twelve Cents (\$1,717,064.12), which is based on 3.4% of the Fifty Million Five Hundred One Thousand Eight Hundred Eight-



six Dollar (\$50,501,886.00) construction cost budget. If the scope of work is changed by the Owner, then the fee will be adjusted proportionately to the revised scope of work.

§1.5.2 If the Owner has approved Changes in Services requested in writing by the Architect as described in Section 1.3.3.1, the Architect's compensation shall be reasonably adjusted subject to the provisions of Sections 1.2.2.2 and 1.3.3. Such adjustment shall be calculated as described below: Compensation is based on the following:

Schematic Design Phase:	15%
Design Development Phase:	20%
Construction Document Phase:	40%
Bidding Phase:	5%
Construction Phase:	20%

§1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of point one (.1) times the amounts billed to the Architect for such services.

§1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2 the compensation shall be a reimbursement of the actual expenses incurred by the Architect, and the Architect's employees and consultants.

§1.5.5 (Section 1.5.5 has been intentionally deleted from this Agreement)

§1.5.6 (Section 1.5.6 has been intentionally deleted from this Agreement)

§1.5.7 An initial payment of \$5,000.00 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 at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§1.5.8 The Architect shall issue monthly invoices on or about the same day once a month. Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) 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.

Zions First National Bank, N.A. Prime Rate plus two percent (2%)

The Architect shall submit with each invoice a current, itemized statement of amounts invoiced, amounts received, reimbursable expenses invoiced and received, and all other funds sought from the Owner and received by the Architect. All invoices shall be sequentially numbered. Where the Owner specifies payment to cover a certain invoice or portion of an invoice, the Architect shall apply the payment to the account as specified and shall so indicate that application on subsequent monthly statements.

§1.5.9 (Section 1.5.9 has been intentionally deleted from this Agreement)

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

OWNER

ARCHITECT

Wasatch County School District

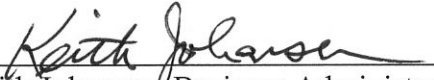
Sandstrom Associates Architecture, P.C.



Helen Robinson, President  
Board of Education



Stephen Sandstrom, President



Keith Johansen, Business Administrator

*Original*

**Part 2**

**STANDARD FORM OF ARCHITECT'S SERVICES:**  
**DESIGN AND CONTRACT ADMINISTRATION**

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§2.1.1 Sandstrom Associates Architecture "Architect" shall manage the Architect's services and administer the Project. The Architect shall consult with the Wasatch School District "Owner", research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work. (See also Subparagraph 1.1.2.6).

§2.1.3 The Architect shall consider and report in writing to the Owner the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project. The Architect shall review such alternatives with the Owner to determine which, if any, are to be incorporated into the Project.

§2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

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

§2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses

through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget.

§2.1.7.2 Evaluations of the Owner's budget for the Project, 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 familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. The Architect agrees that, if the lowest bona fide bid or negotiated price for the entire Scope of Work varies more than five percent (5%) from the Architect's estimate of the Cost of the Work (or the Stated Cost Limitation, if that term is used in this Agreement) most recently approved by the Owner, the Owner may elect to require the Architect to perform at no cost to the Owner all services necessary (and to waive the right of reimbursement for all reimbursable costs related to that performance) to modify the documents to indicate a design that is approved by the Owner and that conforms to the approved Cost of the Work. The Owner may exercise any of the other options listed in Subparagraph 2.1.7.5. However, in this event, termination pursuant to Subparagraph 2.1.7.5.3 shall be considered termination with cause.

§2.1.7.3 In preparing estimates of the Cost of the Work, the Architect, with the prior written consent of the Owner, shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable minor adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

§2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§2.1.7.5 If the budget for the Cost of the Work 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 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work.

## ARTICLE 2.2 SUPPORTING SERVICES

§2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§2.2.1.1 The Owner shall consult with the Architect concerning a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

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

§2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall review the tests and information furnished by or on behalf of the Owner. Neither the Owner nor the Architect assumes any responsibility whatsoever with respect to the sufficiency or accuracy of borings made, or of the logs of test borings, or of the interpretations made thereof, and there is no warranty or guaranty, expressed or implied, that the conditions indicated by such investigations, borings, logs or information are representative of those existing throughout the Project site, or any part thereof, or that unforeseen developments may not occur; provided, however, that the Architect shall be responsible for the exercise of professional care and judgment in its use thereof.

## ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§2.3.2 The Architect shall provide preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

## ARTICLE 2.4 DESIGN SERVICES

§2.4.1 The Architect's design services shall include normal civil, structural, mechanical and electrical engineering services and any other engineering services reasonably necessary for the scope of the Project described in this Agreement to produce a complete and accurate set of

Construction Documents. The Architect shall be responsible to retain the services of the structural, mechanical, civil (excluding geotechnical studies and site surveys), plumbing, electrical, landscaping, kitchen, interior, and acoustical consultants. The Architect shall provide all necessary revisions to the elements of the plans and specifications that were not approved at earlier stages of the Project due to the aesthetics or functionality of said plans and specifications. The Architect and its consultants shall perform without additional compensation all services necessitated by the errors or omissions of the Architect or its consultants.

#### §2.4.2 SCHEMATIC DESIGN DOCUMENTS

§2.4.2.1 The Architect shall provide Schematic Design Documents based on the most recent Owner approved program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

#### §2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, quality and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

#### §2.4.4 CONSTRUCTION DOCUMENTS

§2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Architect shall exercise due skill and care to endeavor to ensure that such Construction Documents shall be in conformance with all applicable (as of the date of this Agreement) federal, state, county, and city construction and building codes as interpreted and enforced by applicable building inspection officials. Any approval or inspection by the Owner shall not relieve the Architect from the performance of its duties hereunder or the exercise of its professional duty of care and competence.

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

#### §2.5 CONSTRUCTION PROCUREMENT SERVICES

§2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

§2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§2.5.3.1 If requested by the Owner, the Architect shall assist the Owner in selecting a Construction Manager/General Contractor. The Architect shall also assist the Owner in developing the outline of services to be provided by the Construction Manager/General Contractor.

#### §2.5.4 COMPETITIVE BIDDING

§2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

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

§2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

#### §2.5.5 NEGOTIATED PROPOSALS

§2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors or Construction Manager/General Contractor.

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

§2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors or Construction Manager/General Contractor. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

## ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

### §2.6.1 GENERAL ADMINISTRATION

§2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor and perform the obligations of the Architect as set forth below and in the Owner's General Conditions with the written approval of the Owner. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates upon final completion of all punch-list items, by the Contractor, including all final clean-up and corrective and construction work to be completed by the Contractor pursuant to the Contract Documents. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend ninety (90) days after the date of Substantial Completion of the Work.

§2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect and notice to the Contractor.

§2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§2.6.1.6 The Architect shall acknowledge the receipt of each Contractor-generated Request for Information (hereinafter, "RFI") within three (3) days after receiving it. The Architect shall simultaneously issue a written responsive answer to the Contractor and the Owner for each RFI in writing (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, but in no case more than ten (10) days after the RFI is received by the Architect. If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to each RFI by the Contractor.



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

§2.6.1.8 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 initial 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 the results of interpretations or decisions so rendered in good faith.

§2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

## §2.6.2 EVALUATIONS OF THE WORK

§2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, but not less frequently than once each week during the Construction Phase, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect shall conduct on-site visits and on-site meetings with the Contractor and other appropriate parties to review conformity of the Work with Construction Documents. The Architect shall attend all planning and construction meetings. The Architect shall submit weekly reports to the Owner based on the information obtained in its on-site visits and on-site meetings. Such reports shall address, among other things, the progress and quality of the Work and the Conformity of the Work with the Construction Documents. These reports shall outline the progress of the Work and detail any problems or deviations observed from the Contract Documents together with recommended solutions to such problems or deviations observed so as to guard the Owner against defects and deficiencies in the Work specified in the Construction Documents. The Architect shall utilize only the services of Stephen E. Sandstrom in the supervision of its duties hereunder and may utilize other employees in the performance of all aspects of its services, except those employees that Owner specifically disapproves of in writing to the Architect.

§2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work,

except to the extent the Architect knows or should have known of such errors or omissions and fails to timely notify the Owner consistent with the prevailing industry standard of care..

§2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§2.6.2.4 The Owner and Contractor may communicate both directly and through the Architect. To the extent practicable, communications by and with the Architect's consultants shall be through the Architect.

§2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed; provided that the Architect must obtain the Owner's prior written approval of any such special inspection or testing. However, neither this authority of the Architect nor a decision made in good faith and without negligence, either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

#### §2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect will review any Certificates of Payment, or any questions related thereto, with the Owner prior to the issuance of such Certificates.

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

§2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

#### §2.6.4 SUBMITTALS

§2.6.4.1 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional

judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

#### §2.6.5 CHANGES IN THE WORK

§2.6.5.1 The Architect shall prepare Change Orders and Contraction Change Directives with supporting documentation and data for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work with prior written consent of the Owner not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, with prior written consent of the Owner, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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

## §2.6.6 PROJECT COMPLETION

§2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Unless approved by the Owner, the Architect shall not issue a final Certificate of Payment until completion of the punch list items as determined by the Owner.

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

§2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

## §2.7 FACILITY OPERATION SERVICES

§2.7.1 The Architect shall meet with the owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

## ARTICLE 2.8 SCHEDULE OF SERVICES

§2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to fifty-six (56) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to three (3) inspections for any portion of the Work to determine final completion.

§2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information 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 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

§2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

<b>Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description</b>
.1 Programming	Architect	
.2 Land Survey Services	Owner	
.3 Geotechnical Services	Owner	
.4 Space Schematics/Flow Diagrams	Architect	
.5 Existing Facilities Surveys	Not Provided	
.6 Economic Feasibility Studies	Not Provided	
.7 Site Analysis and Selection	Owner	
.8 Environmental Studies and Reports	Owner	
.9 Owner-Supplied Data Coordination	Not Provided	
.10 Schedule Development and Monitoring	Architect	
.11 Civil Design	Architect/Owner	Architect on-site    Owner off-site
.12 Landscape Design	Architect	
.13 Interior Design	Architect	
.14 Special Bidding or Negotiation	Architect	
.15 Value Analysis	Architect	
.16 Detailed Cost Estimating	Not Provided	
.17 On-Site Project	Architect	

Representation		
.18 Construction Management	Not Provided	
.19 Start-up Assistance	Not Provided	
.20 Record Drawings	Architect	
.21 Post-Contract Evaluation	Not Provided	
.22 Tenant-Related Services	Not Provided	
.23 Structural	Architect	
.24 Mechanical	Architect	
.25 Electrical	Architect	
.26 Kitchen Plans and Food Service Consultant	Architect	
.27 Acoustical Consultant	Architect	
.28 Building Energy Analysis	Architect	
.29 Shop Drawing Review	Architect	
.30 Interior Design with Painting and Decorating Schedule	Architect	
.31 Weekly Site Visits (or more if necessary), Substantial Completion Inspection, and One Year Warranty/Follow-Up Inspection	Architect	

Description of Services.  
*(insert descriptions of the services designated.)*

ARTICLE 2.9 MODIFICATIONS

§2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B-141-1997, that was entered into by the parties as of the date: November 16, 2006

OWNER

ARCHITECT

Wasatch County School District

Sandstrom Associates Architecture, P.C.

By: Helen Robinson  
Helen Robinson, President  
Board of Education

By: Stephen E. Sandstrom  
Stephen E. Sandstrom, President

By: Keith Johansen  
Keith Johansen, Business Administrator