

**BRUNSWICK SCHOOL DEPARTMENT
REVENUE AND EXPENSE REPORT FOR JULY 31, 2017**

School Year 2017-18

Revenues		Annual Budget	Revenues through 7/31/2017	Remaining Bal.	% Collected	
	Unappropri. Fund Bal.	2,611,364.00		2,611,364.00	0.00%	
	U.S Bonds	0.00		0.00	0.00%	
	State Subsidy	9,914,775.00	767,891.92	9,146,883.08	7.74%	
	Federal Subsidy	0.00		0.00	0.00%	
	Local Share	24,707,992.00		24,707,992.00	0.00%	
	Tuition	71,338.00		71,338.00	0.00%	
	Misc.	63,000.00	1,561.76	61,438.24	2.48%	
	Other	110,000.00		110,000.00	0.00%	
	Total Revenue	<u>37,478,469.00</u>	<u>769,453.68</u>	<u>36,709,015.32</u>	<u>2.05%</u>	
Expenses By Warrant Number		Revised Budget	Expended Through 7/31/2017	Remaining Bal.	% Remaining	% Expended
1	Regular Instruction	16,298,872.12	23,087.89	16,161,156.17	99.16%	0.14%
2	Spec. Ed. Instruction	5,462,310.22	5,462,310.22	5,377,312.78	98.44%	1.35%
3	CTE	881,756.00	881,756.00	808,276.31	91.67%	8.33%
4	Other Instruction	750,171.29	778,171.29	765,600.26	98.38%	1.44%
5	Student & Staff Support	3,332,439.05	3,520,440.05	3,260,692.43	92.62%	2.65%
6	System Administration	1,007,763.00	1,007,763.00	907,813.89	90.08%	9.64%
7	School Administration	1,593,750.00	1,593,750.00	1,471,178.23	92.31%	6.63%
8	Transportation	1,822,046.60	1,822,046.60	1,652,456.28	90.69%	8.54%
9	Operation & Maintenance	4,522,678.86	4,522,678.86	4,218,753.08	93.28%	5.66%
10	Debt Service	1,766,894.86	1,766,894.86	1,672,201.04	94.64%	0.00%
11	All Other	110,000.00	0.00	110,000.00	100.00%	0.00%
12	Adult Education	113,786.00	0.00	113,786.00	100.00%	0.00%
	Total Budget	<u>37,878,469.00</u>	<u>888,854.30</u>	<u>36,519,226.47</u>	<u>96.41%</u>	<u>2.35%</u>

NAMING OF SCHOOL FACILITIES

Brunswick School Department facilities are a source of pride for our community. They are a tangible reflection of the commitment of the citizenry to the education of our children. Therefore, the School Board may choose to name all school facilities, or portions of facilities, only after careful consideration of the message being sent to the community by the name(s) selected.

The Brunswick School Board will consider requests from school and community groups to name a building; a portion of a building; building furnishings, equipment and artwork, a campus; or a portion of the campus for persons or organizations that have made significant contributions of time, talent, or treasure to the Brunswick School Department.

The general procedure for the naming of school facilities shall be as follows:

- 1) Requests to name any part of a Brunswick School Department facility shall not be considered until at least one year following an individual's death or departure from the district.
- 2) For new school construction, the School Board shall form a committee composed of two Brunswick School Board representatives, two citizens from the Town of Brunswick, two teacher representatives selected by their peers, and the Superintendent of Schools, or his/her designee. The committee shall seek community input for name proposals for the new school, and then present a list of no fewer than three names, but no more than five, to the School Board for consideration.
- 3) Existing facilities:
 - a) A request to name existing facilities, or any portion of existing facilities, must be made in writing to the Superintendent of Schools. Written requests must include the name of the individual and a detailed description of the individual's contributions to the Brunswick School Department. The request must be signed by at least one-hundred (100) registered voters in the Town of Brunswick and twenty-five (25) staff from the Brunswick School Department.
 - b) The Superintendent shall refer the request to the Brunswick School Board Policy Committee. The Policy Committee shall seek appropriate input from community members and school personnel.
 - c) The Policy Committee shall make a recommendation to the full Board as to whether or not the naming request should be approved.

- d) If a naming request of an existing facility or portion of an existing facility is approved, the Board shall also approve the location, design and content of any naming plaque or marker, which must be provided at no cost to the Brunswick School Department.
- 4) The Brunswick School Board retains the discretion to accept or deny any request, or to visit and rename facilities at any time.

Adopted: 10/8/08

Revised: 2/11/13

STATE OF MAINE
PROFESSIONAL SERVICES AGREEMENT

LOCAL SCHOOL
FULL SERVICE CONTRACT

AGREEMENT entered into the 10th day of July, 2017 by and between Brunswick School Department, Town of Brunswick hereinafter called the *Owner* and PDT Architects hereinafter called the *Architect (or Engineer acting as Professional-of-Record)*.

(The term "Architect" means the Architect or the Architect's authorized representative or Engineer acting as Professional-of-Record. The Owner may select, for reasons appropriate to the Project, a prime professional who may be either an Architect or Engineer. The professional so retained shall perform only those services for which he or she is qualified and shall utilize the services of other qualified professionals as required to provide a proper and complete professional service to the Owner.)

BGS Project No.: N/A

For the following Project: New Elementary School at 75 Jordan Avenue, Brunswick, Maine.

Brief Project Description: *New 660 pupil elementary, two-story building with PK wing and two learning communities of 300 students.*

Brief Scope of Services: *Full Service Architectural and Engineering Services as per Concept Design Documents and June 13, 2017 Referendum Documents.*

The Owner and Architect agree as follows:

WHEREAS: The funds available for the construction or the Cost of the Work under this Agreement for said Project are Twenty Four Million, Six Hundred Twenty-Four Thousand, Four Hundred and Forty-Three (\$24,624,443); which amount is to include:

- (1) all construction work and the connecting up of all existing utilities and related service,
- (2) any other cost directly chargeable to the proper functioning of the Project including equipment built in as a component part of the Project,
- (3) a 5% design/bid/escalation contingency and a 5% construction contingency; and which sum is not to be exceeded by the architect in his design except by written approval of the Owner. ~~and the Bureau of General Services.~~

NOW THEREFORE the Owner and the Architect for the considerations hereinafter named agree as follows:

ARTICLE I - CONDITIONS AND PARAMETERS OF THE AGREEMENT

1.1 Project Organization

1.1.a 'The Owner's Designated Representative who is authorized to act in the Owner's behalf is:

Paul Perzanoski
Superintendent
Brunswick School Department
46 Federal Street
Brunswick, ME 04011
Address

(207) 319-1900
Telephone

Fax

pperzanoski@brunswick.k12.me.us
E-mail

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:

Brunswick Building Committee
Name
c/o Brunswick Town Hall
85 Union Street
Brunswick, ME 04011
Address

(207) 725-0614
Telephone

Fax

schoolboard@brunswick.k12.me.us
E-mail

Mr. Scott J. Smith
Director of Facilities, Grounds, & Food Service
Brunswick School Department Central Office

Name
20 Barrows Street
Brunswick, ME 04011
Address

(207) 319-1906
Telephone

Fax

ssmith2@brunswick.k12.me.us
E-mail

1.1.b The consultants retained at the Owner's expense are:

Land Surveyor	<u>To Be Determined</u> <i>Firm name and Address</i>
Geotechnical Engineer	<u>S. W. Cole Engineering, Inc.</u> <u>286 Portland Road</u> <u>Gray, ME 04039</u> <i>Firm name and Address</i>
Soil Scientist	<u>S. W. Cole Engineering, Inc.</u> <u>286 Portland Road</u> <u>Gray, ME 04039</u> <i>Firm name and Address</i>
Traffic Engineer	<u>Gorrill-Palmer Consulting Engineers, Inc.</u> <u>707 Sable Oaks, Suite 30</u> <u>South Portland, ME 04106</u> <i>Firm name and Address</i>
Testing Lab	<u>S. W. Cole Engineering, Inc.</u> <u>286 Portland Road</u> <u>Gray, ME 04039</u> <i>Firm name and Address</i>
Other: _____	_____ <i>Firm name and Address</i>
Other: _____	_____ <i>Firm name and Address</i>

1.1.c The Architect's Designated Representative who is authorized to act in the Architect's behalf is:

Lyndon D. Keck, AIA, LEED AP

Principal in Charge

David Webster, Project Manager

Project Architect or Project Manager

PDT Architects

Firm

49 Dartmouth Street

Portland, ME 04101

Address

(207) 775-1059

(207) 775-2694

keck@pdtarchs.com

webster@pdtarchs.com

Telephone

Fax

E-mail

1.1.d The Architect agrees that Lyndon Keck will be available at all scheduled design workshops and public presentations.

1.1.e The consultants retained at the Architect's expense are:

Civil Engineer	<u>Atlantic Resource Consultants</u> <u>541 U. S. Route One, Suite 21</u> <u>Freeport, ME 04032</u> <i>Firm name and Address</i>
Landscape Architect	<u>PDT Architects</u> <u>49 Dartmouth Street</u> <u>Portland, ME 04101</u> <i>Firm name and Address</i>
Structural Engineer	<u>Becker Structural Engineers, Inc.</u> <u>75 York Street, Suite 3</u> <u>Portland, ME 04101</u> <i>Firm name and Address</i>
Mechanical Engineer	<u>Bennett Engineering, Inc.</u> <u>P. O. Box 297</u> <u>7 Bennett Road</u> <u>Freeport, ME 04032</u> <i>Firm name and Address</i>
Electrical Engineer	<u>Bennett Engineering, Inc.</u> <u>P. O. Box 297</u> <u>7 Bennett Road</u> <u>Freeport, ME 04032</u> <i>Firm name and Address</i>
Cost Estimating Consultant	<u>Conestco</u> <u>222 Mountain Road</u> <u>Raymond, ME 04071</u> <i>Firm name and Address</i>
Other: <u>Kitchen Consultant</u>	<u>Colburn & Guyette</u> <u>100 Ledgewood Place, Suite 104</u> <u>Rockland, MA 02370</u> <i>Firm name and Address</i>
Other: <u>Geothermal Consultant</u>	<u>Wellspring Geothermal</u> <u>161 Mountain Road</u> <u>Nottingham, NH 03290</u> <i>Firm name and Address</i>

1.1.f 1. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law or,

create the risk of significant harm to the public. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

2. 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.

3. The Architect shall review and be responsible for laws, codes, and regulations applicable to the Architect's services. The Architect shall include in the design of the Project the requirements imposed by governmental authorities having jurisdiction over the Project.

4. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

1.1.g The Owner will pay the Architect for **Basic Services** a fee of **\$1,522,237** whether the work be entirely executed or whether its execution be suspended or abandoned in part or in whole, payments to the Architect are to be made as follows:

1.2.a Schematic Design Documents Phase

1. Upon the written acceptance of the Schematic Design phase by the Owner, ~~and the written approval of the Bureau of General Services~~, the Owner shall pay the Architect an amount equal to 15% of the fee. (**\$228,335 less \$105,000 credit for Concept Design**)

2. If the estimated construction cost is within the available funds, a program budget for this schematic phase will be prepared. If the estimated construction cost is more than the funds available, the plans of the Schematic Design phase shall be rejected. In such an event, the Owner, ~~the Bureau of General Services~~ and the Architect will restudy the design concept to determine if it is feasible to make any changes, which will bring the work within the available funds without materially altering the intended use of the project. If such an agreement is reached, a revised Schematic Design phase shall be prepared by the Architect and submitted to the Owner ~~and the Bureau of General Services~~ for approval.

1.2.b Design Development Documents Phase

1. Upon the written acceptance of the Design Development Documents phase by the Owner ~~and the written approval of the Bureau of General Services~~, the payment on account will be increased to an amount equal to a total of 35% of the fee. (**\$304,448**)

2. If the estimated construction cost is more than the funds available, the Owner shall have the right to require the Architect to make revisions determined to be necessary in order to bring the construction cost within the funds available and to resubmit plans, outline

specifications and a revised cost estimate to the Owner ~~and the Bureau of General Services~~ at no additional cost to the Owner.

1.2.c Construction Documents Phase

1. Upon the written acceptance of the Construction Documents phase by the Owner ~~and the written approval of the Bureau of General Services~~, the payment on account will be increased to an amount equal to 72.5% of the fee. **(\$570,839)**

2. The updated construction cost estimate shall be reviewed by the Owner ~~and Bureau of General Services~~. If this estimate exceeds available funds for construction, the Architect, the Owner, ~~and the Bureau of General Services~~ shall reexamine the Project and shall consider whether to make any changes or revisions that do not materially alter the intent of the Project; to agree upon certain additive alternates that may not be mandatory to the concept of the basic Project; or to completely redesign the Project to bring the construction cost within the available funds. Except by mutual agreement of the above mentioned parties, any changes, revisions or redesign shall not increase the Architect's fee, since Page 1 of this Agreement stipulates the amount of funds available for construction, except as this amount may be amended by a subsequently approved Project Budget.

3. The Architect shall not proceed from any one of the above phases without the written approval of the Owner ~~and the Bureau of General Services~~.

4. During the design of any of the foregoing phases, no addition to or change in the original Project concept shall be made without the written approval of the Owner ~~and the Bureau of General Services~~. The Architect shall notify the aforementioned parties of any such addition or changes even though the construction cost is not increased.

1.2.d Construction Procurement Phase

1. After bona fide bids are taken and accepted, payment on account will be increased to an amount equal to 75% of the fee; **(\$38,056)** provided, if in the judgment of the Owner ~~and the Bureau of General Services~~ the bids received are not acceptable, no additional percentage above that amount through the Construction Document Phase will be due.

2. If bona fide bids exceed available funds, the Owner shall select any of the options in 2.1.b with no additional fee due to the Architect.

1.2.e Contract Administration

Each month, during the period of the construction contract, additional payment will be due, based on the work completed, as indicated by approved contractor's requisitions, until the aggregate of payments reaches an amount equal to 98% of the fee. **(\$380,559)**. The remaining balance of the fee will be paid upon completion of the project punch list and satisfactory presentation of all project-ending documentation.

1.2.f Architect Fee Adjustments

It is acknowledged that the Architect's fee for Basic Services as stated in Paragraph 1.1 above was determined by multiplying \$22,385,839, the amount available for construction, by 6.8%, excluding the 5% bid and 5% construction contingency. ~~These percentages are based upon the recommended fee schedule provided by BGS for a project of this scope and budget.~~

It is further acknowledged and agreed that the Architect shall be entitled to and paid additional fees of 6.8% of the portions of the 5% bid and 5% construction contingency (\$2,238,584) when such monies are used during the course of the Project for the following purposes only:

1. To supplement construction funds available to allow the execution by the Owner of a contract for construction ("Contract for Construction") with the general contractor ("Contractor"), which exceeds the funds available without the use of contingency monies. Such amount equals 5% of the amount available for construction. Any fee adjustment for this reason shall be in the form of a lump sum to be paid within 30 days of the date of the execution of the Contract for Construction.
2. To pay for Bid Alternates in the event that the lowest base bid received does not exceed the funds available. The Architect shall provide a series of "Add Alternates" to be included as part of the bid documents. The 5% bid contingency monies shall be utilized in the selection of such Add Alternates as the Owner may choose, which may be afforded under the 5% bid contingency. Any fee adjustment made for this reason shall be in the form of a lump sum to be paid within 30 days of the date of the execution of the Contract for Construction.
3. To pay for "Change Orders" which result for reasons other than corrections of the Architect's errors or omissions. Any fee adjustment made for this reason shall be made according to the following schedule:
 - a. Upon completion of 50% of the construction of the Project, as determined by the requisitions for payment submitted by the Contractor, payment shall be made to the Architect in an amount as jointly determined by the Owner and the Architect, based upon a summary of the change orders approved through that period. The Architect shall issue an invoice for such payment at the appropriate time.
 - b. Upon completion of the Project, payment shall be made to the Architect for the remainder due, as jointly determined by the Owner and the Architect, based upon a summary of Change Orders approved through Project completion. Such amount of fee adjustment shall be made within sixty (60) days of the date of Substantial Completion of the Project. The Architect shall issue an invoice for such payment at the appropriate time.

- c. Any changes required in the construction contract for which change orders are necessary, due to errors or omissions in the contract plans, shall be so stated in the request for and in the formal change order, and no fee shall be paid on such change orders.
- d. Nothing contained in the Sub-article 1.2.f shall be used to reduce the total fee for Basic Services due to the Architect to less than the amount indicated in Paragraph 1.1 above.

1.3 Terms and Conditions

1.3.a 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 as described on page 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, plus a reasonable allowance for their overhead and profit. In addition a 5% design/bid/escalation contingency and a 5% construction contingency shall be included for market conditions at the time of bidding and for changes in the Work respectively.

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.b 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.

1.3.c 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 representation. 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.

ARTICLE II - BASIC SERVICES

2.1.a Project Administration Services

a. The Architect shall manage its services and administer the Project. The Architect shall consult with the 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 Owner's consultants.

b. 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.

c. The Architect shall consider 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

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

e. The Architect shall submit design documents to the Owner ~~and Bureau of General Services~~ at intervals appropriate to the design process and consistent with the Project schedule described herein for purposes of evaluation and approval by the Owner. ~~and Bureau of General Services~~. The Architect shall be entitled to rely on written approvals received from the Owner and ~~Bureau of General Services~~ in the further development of the design.

2.1.b Evaluation of Budget and Cost of the Work.

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, concurrent with the Schematic Design, Design Development, and Contract Document phase. 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 for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

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 ~~nor Bureau of General Services~~ 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.

3. In all estimates of the project budget, the Architect shall include, in addition to estimates of the Cost of the Work, all other budgeted project costs in form and detail acceptable to the Owner. ~~and the Bureau of General Services.~~

4. In preparing estimates of the Cost of the Work, the Architect shall include a 5% design/bid/escalation contingency; determine which materials, equipment, component systems and types of construction are to be included in the Contract Documents; make reasonable adjustments in the scope of the Project; and include in the Contract Documents alternate bids as necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

5. If the budget for the Cost of the Work is exceeded by the lowest bona fide bid proposal, the Owner shall:
- a. Give written approval of an increase in the budget for the Cost of the Work;
 - b. Authorize re-bidding of the Project within a reasonable time;
 - c. Terminate the Contract; or
 - d. Cooperate in revising the Project scope, design, and/or quality as required to reduce the Cost of the Work.

2.1.c The Architect further agrees that:

- a. He will abide by the applicable provisions of the "Instructions to Architects and/or Engineers for the Development of Plans and Specifications for State and School Projects", 2001 revision, on file with Bureau of General Services, and by reference made a part hereof.
- b. He will not issue any verbal or written orders for omissions from, additions to, or changes in the construction contract unless and until approved in writing by the Owner. ~~and the Bureau of General Services.~~
- c. He will furnish the Owner ~~and the Bureau of General Services~~ for written approval all sketches and documents pertaining to the Schematic Design documents phase specified in Article 2.2.b within **four (4)** weeks from the day and year first above written.
- d. Following written approval by the Owner, ~~and the Bureau of General Services~~ of the Schematic Design documents, he shall furnish the Owner ~~and the Bureau of General Services~~ plans and documents pertaining to the Design Development document phase specified in Article 2.2.c within **fourteen (14)** weeks.
- e. After receiving written approval by the Owner and approval ~~from The Bureau of General Services~~ of the Design Development documents, he shall furnish for final approval the Construction Documents specified in Article 2.2.d within **24 (twenty-four)** weeks.

- f. If the Architect finds it impossible to furnish the Owner with plans, specifications etc., specified above, at the times specified therein, he may make a written request to the Owner and ~~Bureau of General Services~~ for an extension of time, setting forth therein the reasons for the request.
- g. If he shall fail to submit drawings or other documents under this agreement at the times specified above, or violate any of the covenants, agreements, or stipulation thereof, the Owner and ~~Bureau of General Services~~ shall thereupon have the right to terminate this Agreement by giving five days' notice to him in writing by registered mail, return receipt requested, to the address specified herein, or,
- h. If the Architect is unable to continue to the completion of the project without successors or administrators or assigns competent in the Owner's judgment to carry the work to completion, or if the Owner terminates the contract prior to the completion of the Project due to the Architect's failure to correct a material breach in its performance, the owner shall have the right and license to use any and all finished and unfinished plans, specifications, and other work product produced for the Project solely for the purpose of continuing the Project, which license and right of use shall in the case of unfinished plans, specifications or work product, be at the Owner's sole risk. In such event the Architect will be entitled to receive just and equitable compensation for services already satisfactorily performed and approved.
- i. At any time after the execution of this instrument and under circumstances not otherwise provided for herein, the Owner may abandon all or any substantial part, temporarily or permanently, of the Architect's services for cause not attributable to the Architect. In such event he will be given five days' notice of such abandonment in writing by registered mail, return receipt requested, to the Architect's address as specified herein. The Architect will be entitled to just and equitable compensation for any uncompensated work satisfactorily performed prior to such abandonment; provided, however, that should the Owner re-activate the agreement, in whole or in part within (2) two years after such abandonment, any money paid will be considered as payment on the estimated fee as established on re-activation. If such re-activation occurs after (2) two years have elapsed, the Architect and Owner and ~~Bureau of General Services~~ shall negotiate a fair and equitable fee adjustment crediting an appropriate amount for work previously performed that remains valid within the context of the re-activated Project.

2.1.d Supporting Services

1. The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2. The Owner shall furnish or reimburse the Architect for the cost of a survey to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a

written legal description of the site. The survey 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 of existing buildings, other improvements and trees. All the information on the survey shall be referenced to a Project benchmark.

3. The Owner shall furnish services of Geotechnical Engineers which may include but are not limited to test borings, test pits, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. However, the Architect shall be responsible as part of Basic Services for the development and availability of sufficient information relative to subsoil conditions of the Project site pertaining to foundation design and septic system design if applicable.

2.2 Project Phases

2.2.a 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 provide an evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and that developed by the Architect as part of his basic services, and the Owner's program, schedule and budget for the Cost of the Work. 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. The Architect's services shall include normal civil structural, mechanical and electrical engineering services.

3. The Owner ~~and the Bureau of General Services~~ shall have the right to use any product(s) of service from each approved phase in any future project that the Owner desires to pursue. Any reuse of the product(s) of service for purposes other than as specified in this Agreement without verification or adaptation by the Architect is at the user's sole risk.

2.2.b Schematic Design Documents

1. The Architect shall provide Schematic Design Documents based on the mutually agreed-upon 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, 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. Concurrently with the preparation of the Schematic Design Documents, the Architect shall determine from competent authority any of the following factors in conflict with the use of the site as proposed: (1) zoning regulations, (2) sanitary codes, (3) health and fire laws, (4) local ordinances, (5) availability; of utilities, electrical, water, sanitary as applicable, (6) BOCA and NFPA Lifesafety Building Codes (7) ADA Accessibility Codes and shall report its findings to the Owner when submitting the plans. The Architect shall determine the adequacy of available water supply and allow for the appropriate sprinkler design if applicable to the project.

2.2.c Design Development Documents

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 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. The Architect shall furnish outline specifications describing the important items of work including the structural, mechanical, and electric systems; materials and such other essentials as may be appropriate.

2.2.d Construction Documents

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.

2. During the development of the Construction Documents, the Architect shall assist the Owner ~~and Bureau of General Services~~ 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 General Conditions of the Contract for Construction and Specifications that include bidding requirements and sample forms.

2.2.e Construction Procurement Services

1. The Architect shall assist the Owner ~~and Bureau of General Services~~ in obtaining either competitive bids and shall assist the Owner in awarding and preparing contracts for construction.

2. The Architect shall assist the Owner ~~and Bureau of General Services~~ in prequalifying a list of prospective bidders or contractors, if applicable.

3. The Architect shall assist the Owner ~~and the Bureau of General Services~~ in bid validation and determination of the successful bid, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid results.

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

5. If requested by the Owner ~~and the Bureau of General Services~~, 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.

6. If requested by the Owner ~~and Bureau of General Services~~, 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.

7. 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.

8. The Architect shall participate in or, at the Owner's ~~and Bureau of General Services~~ direction shall organize and conduct a pre-bid conference for prospective bidders.

9. 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.

10. The Architect shall participate in the opening of the bids. The Architect shall subsequently document and distribute the bidding results, ~~as directed by the Owner and Bureau of General Services~~.

2.2.f Contract Administration Services

1. The Architect shall provide administration of the Contract between the Owner, and the Contractor ~~as approved by Bureau of General Services~~.

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 at the end of the year's guarantee period, which guarantee period shall commence upon the issuance of a certificate of substantial completion of a construction project. However, the Architect shall be entitled to an additional fee when the date of Substantial Completion of the Work has been exceeded by more than 20% through no fault of the Architect.

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.

4. 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.

5. If deemed appropriate by the Owner/~~Bureau of General Services~~ or Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6. The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the Contract Documents and shall decide the requirements of the Contract Documents. When a written request for such a decision or interpretation is made by 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.

7. 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 and shall not show partiality to either.

8. 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.

9. The Architect shall preside at a pre construction conference and monthly job meetings and provide reports on the meetings to the Owner. ~~and the Bureau of General Services.~~

2.2.g Evaluations of the Work.

1. The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect (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 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.

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 assume liability 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 does not assume liability 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.

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

4. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.2.h Certification of Payments to Contractor.

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 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 shall maintain a record of the Contractor's Applications for Payment.

2.2.i Submittals.

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.

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.

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.

2.2.j Changes in The Work.

1. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's ~~and Bureau of General Services~~ approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work 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.

2. The Architect shall review requests by the Owner, ~~Bureau of General Services~~ 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 investigations. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner ~~and Bureau of General Service~~ that the requested change be denied.

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.

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

2.2.k Project Completion.

1. The Architect shall conduct observations 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 observation indicating the Work complies with the requirements of the Contract Documents.

2. The Architect's observation shall be conducted ~~with Bureau of General Services~~ and the Owner's Designated Representative unless otherwise agreed by the Owner ~~and the Bureau of General Services~~ 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.

3. When the Work is found to be substantially complete, the Architect shall inform the Owner ~~and Bureau of General Services~~ 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.

4. The Architect shall receive from the Contractor and forward to the Owner ~~and Bureau of General Services~~: (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.

5. The Architect shall furnish "Record Drawings" to the Owner pursuant to Article IIIc. In reproducible prints and in digital format acceptable to the Owner ~~and Bureau of General Services~~.

2.3 Facility Operation Services.

1. 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. Prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with ~~Bureau of General Services~~ and the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner, and to report on defects of material and workmanship requiring correction by the Contractor under his Contract.

2.4 Additional Services.

The following Design and Contract Administration Services beyond the following limits shall be provided by the Architect as additional services.

- a. Providing Contract Administration and observation of construction after the approved completion date has been exceeded by more than twenty percent through no fault of the Architect:
- b. Providing special analyses of the Owner's needs, and programming the requirements of the Project.
- c. Providing financial feasibility or other special studies.
- d. Providing design services relative to future facilities, systems and equipment which are not intended to be constructed a part of the Project.
- e. Providing interior design and other services required for or in connection with the selection of furniture and furnishings.
- f. Providing services for planning tenant or rental spaces.
- g. If, at any time after written approval by the Owner and the Bureau of General Services of the design phases, the Architect shall, through no fault of the Architect, be required by the Owner and the Bureau of General Services to make changes in design or specifications for a previously approved phase, the Architect will be entitled to just and equitable compensation. The Architect and the Owner and the Bureau of General Services will agree upon the basis of such compensation before the Architect begins such work.
- h. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type as may be required in connection with the replacement of such work.
- i. Providing professional services made necessary by the default of the Contractor.
- j. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- k. Providing services or professional consultants (requested and approved by Owner) for other than that described in basic services.
- l. Any changes required in the construction contract for which change orders are necessary, due to omission or discrepancies in the contract plans, shall be so stated in the request for and in the formal change order, and no fee shall be paid on such

change orders. Omissions as contained in this paragraph do not include omissions which constitute a change in scope of work as described in this Agreement. Any change orders (either additive or deductive) which materially affect the construction cost, shall be subject to negotiation concerning the effect on the Architect's fee.

- m. Providing services needed to obtain Department of Environmental Protection permits or attending more than (2) two local planning board meetings. However, basic services include obtaining approvals from the Bureau of General Services the State Fire Marshall and Bureau of Health Engineering.
- n. The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
Food Service Contracts	<u>Architect</u>
Programming	<u>Architect</u>
Land Survey Services	<u>Owner</u>
Geo-technical Services (beyond that required in basic services)	<u>Owner</u>
Space Schematics/Flow Diagrams	<u>Architect</u>
Existing Facilities Surveys (beyond that required for a renovation project)	<u>Owner</u>
Economic Feasibility Survey	<u>Owner</u>
Site Analysis and Selection	<u>N/A</u>
Environmental Studies, Permits and Reports	<u>Architect & Owner</u>
Interior Design/Acoustic Analysis	<u>Architect</u>
Value Analysis/life cycle	<u>N/A</u>
On-Site Representation/Clerk of the Works	<u>Architect's Reimbursable</u>
Construction Management	<u>Owner</u>
Start-up Assistance/Building Commissioning	<u>Owner</u>
Other: <u>Third Party Peer Review</u>	<u>Owner</u>
<u>Owner's Representative</u>	<u>Owner</u>

ARTICLE III-REIMBURSABLE EXPENSES

3.1 Reimbursable expenses are in addition to the compensation for basic services and additional services and include actual expenditures made by the Architect, his employees, or his professional consultants for the expenses as follows:

- a. With prior written authorization by the Owner ~~and the Bureau of General Services~~ the Architect may be reimbursed for transportation, living and communication expenses incurred by the Architect relating to any special duties in connection with

the work. As part of basic services, transportation, living expenses and telephone expenses will be the responsibility of the Architect.

- b. The Owner will reimburse the Architect for the direct salary paid to the Clerk of the Works, while working on the project, times a multiplier appropriate to the method of employment by the Architect not to exceed 1.5. Said multiplier shall cover all so-called salary expenses.
- c. After the completion and acceptance of the project, and prior to final payment to the Architect, the Architect shall deliver to the Owner ~~or the Bureau of General Services~~ record drawings of the plans. These record drawings shall show all significant revisions made during construction as submitted by the General Contractor.

The Architect shall furnish directly to the Owner a set of reproducible prints. The Owner will reimburse the Architect the expense of obtaining the reproducible prints of such record drawings. Such expense shall not include the "in-house" expense of the Architect in making corrections to the original tracings.

- d. The Owner shall reimburse the Architect for the "net expense" for reproducing, postage and handling of drawings and specifications required for bidding purposes. The "net expense" shall be the difference between the actual costs to the Architect less any deposits retained.

ARTICLE IV SPECIAL PROVISIONS

4.1 Hold Harmless - The Architect hereby indemnifies and holds harmless the Owner and its officers, agents, and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs) claims and demands:

- .1 for bodily injury, including death, and property damage caused in whole or in part, by any negligent act or omission of the Architect, its subcontractors, agents, or employees, in connection with the performance of this Agreement,
- .2 for labor, services, or materials supplied to the Architect in connection with the performance of this Agreement, unless such claim results from a breach of this Agreement of the Owner or its officers, agents or employees, and
- .3 arising from any violation by the Architect, its subcontractors, agents, or employees, of any copyrights or other proprietary rights in connection with the performance of this Agreement.

4.2 Insurance Requirements

.1 Prior to the Owner signing this Agreement, the Architect shall provide to the Owner ~~and BGS~~ original copies of all required insurance in a form and issued by companies acceptable to the Owner. The certificates shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially

changed unless at least thirty (30) days prior written notice by registered letter has been given to the Owner. ~~and the Bureau of General Services~~. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Architect. The Architect is responsible for the existence, extent and adequacy of insurance prior to signing this Agreement.

.2 The Architect shall procure and maintain insurance for the duration of the Project and, if written on a claims made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Maine statute of repose. The Architect shall ensure that all Consultants the Architect engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect the Architect from claims which may result from the Architect's execution of the Work, whether such execution be by the Architect or by those employed by the Architect or by those for whose acts they may be liable. The insurance coverage provided by the Architect will be primary coverage.

.3 The Architect shall have workers' compensation insurance for all employees on the Project site in accordance with the statutory workers' compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident.....\$500,000
Bodily Injury by Disease.....\$500,000 Each Employee
Bodily Injury by Disease.....\$500,000 Policy Limit

.4 The Architect shall have general liability insurance providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. Minimum acceptable limits are:

General aggregate limit.....\$2,000,000
Products and completed operations aggregate\$1,000,000
Each occurrence limit\$1,000,000
Personal injury aggregate.....\$1,000,000

.5 The Architect shall have automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss\$1,000,000.

.6 The Architect shall have Architects and Engineers **professional liability** insurance against claims arising out of a negligent act, error, mistake or omission of the Architect in rendering or failing to render professional services related to the Project. If such insurance is on a claims-made basis, the Architect shall maintain professional liability insurance for ten (10) years if such coverage is reasonably available at commercially affordable premiums, and shall submit certificates of insurance to the Owner ~~and Bureau of General Services~~ each year. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage. Minimum acceptable limit is:

Each claim.....\$1,000,000.

.7 The Architect shall assure that professional liability insurance policies with minimum acceptable limits of \$500,000 per each claim are in place for structural, mechanical and civil engineering consultants working for the Architect. By entering into this Agreement with the Owner, the Architect agrees that these coverages are in place and will continue to be in place as described in §4.2.6.

4.3 Equal Employment Opportunity

During the performance of this Agreement, the Architect agrees as follows:

.1 The Architect shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Architect shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Architect agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

.2 The Architect shall, in all solicitations or advertising for employees placed by or on behalf of the Architect relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

.3 The Architect shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Architect's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

.4 The Architect shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

.5 The Architect shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

.6 Architects and consultants with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

.7 The Architect shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor.

4.4 Dispute Resolution

.1 Mediation

.1 Any claim, dispute or other matter in question between Owner and Architect arising out of or related to this Agreement shall be subject to non-binding mediation. 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.

.2 Request for mediation shall be filed in writing with the other party to this Agreement. When either party requests mediation, the parties shall attempt to mutually agree on a single mediator to mediate the dispute. The mediator shall assist the parties in attempting to resolve their dispute by agreement. The parties agree to participate in good faith in the mediation process and shall engage in at least three full days of mediation, unless both parties agree to less or more than three days. If the parties are unable to agree on the selection of a mediator, the Director of the Bureau of General Services shall appoint a qualified neutral person to serve as mediator. The mediator shall have no power to compel the parties to make any agreement.

.3 Except as otherwise provided herein, mediation shall proceed in advance of arbitration or legal or equitable proceedings. Either party may file suit before or during mediation if the party in good faith deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

.4 The parties shall share the mediator's fee 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 Maine court having jurisdiction thereof.

.5 Notwithstanding the foregoing, if the Owner and the Architect are unable to resolve a dispute through negotiation or mediation, and if a related dispute with the Contractor is submitted to binding arbitration, the Owner may elect to consolidate the related claims between the Owner and the Architect for resolution in the same arbitration proceeding with the Contractor.

.2 Arbitration

.1 Dispute between Owner and Architect arising under this Agreement not resolved by mediation shall be made subject to arbitration, which arbitration, including the selection of an arbitrator, shall be governed by the Uniform Maine Arbitration Act. The demand for arbitration shall be filed in writing with the other party to this Agreement.

.2 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 repose.

.3 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.

4.5 The Owner and the Architect hereby agree to the full performance of the covenants herein.

4.6 Additional Provisions:

.1 As noted throughout this Agreement, Bureau of General Services (BGS) is not a party to this Agreement.

.2 Three attachments are incorporated as part of this contract:

- Attachment A – Project Budget dated 19 October 2016
- Attachment B - Certificate of Liability Insurance for PDT Architects dated July 5, 2017
- Attachment C – PDT Architects' Standard Conditions and Rates

4.7 Notices: Any notice to be given hereunder or pursuant hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by nationally recognized overnight delivery service as follows:

If to Owner to:

Superintendent of Schools
46 Federal Street
Brunswick, ME 04011
Attention: Paul Perzanoski, Superintendent

If to Bureau of General

Services: Bureau of General Services
~~#77 State House Station~~
Augusta, Maine 04333-0077
Attention: ~~Director of School Construction~~

If to Architect To: PDT Architects
49 Dartmouth Street
Portland, ME 04101
Attention: Lyndon D. Keck, AIA, LEED AP

Notice shall be deemed to have been given upon personal delivery or if sent by overnight delivery, twenty-four (24) hours after being delivered to such delivery service. The addresses and addressees for purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or provided herein if no written change has been sent our received, shall be deemed to continue in effect for all purposes hereunder.

IN TESTIMONY THEREOF the parties have hereunto executed this agreement in SEXTUPLET the day and year first above written.

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

Architect: PDT Architects

Witnessed by

By: _____
Lyndon D. Keck, AIA, LEED AP *DATE*

Principal & Secretary
Title

If a corporation, use the corporate seal and write State of Incorporation. If a partnership, all partners should execute this Agreement.

Owner: Brunswick School Department

Witnessed by

By: _____
Paul Perzanoski *DATE*

Superintendent of Schools
Title

New Elementary School 660 Students

Grades PK-2 660 Students

Brunswick School Department

Fall 2017 Construction Date

Jordan Acres Location

2 House Scheme with reduced program by BSB June 2016

Item 1: Construction			
1.1 New Construction	89115 sf	\$210.05	\$18,718,960
1.2 Demolition	54718	\$ 8.43	\$461,273
1.3 Haz-Mat Abatement			\$109,436
1.4 Site Development-			\$1,647,150
1.5 Off-Site Improvements			\$100,000
1.6 Alternate Energy Investments Geothermal		\$ 700,000	\$700,000
1.7 Playgrounds (\$160/stud.)		\$ 105,600	\$105,600
1.8 Inflation to Feb. 2018 2.5 % (3.75 annual)	\$ 0.02500		\$ 543,420
Subtotal			\$22,385,839
Item 2: Admin. Costs and Reserves			
2.1 Site Purchase			\$0
2.2 Furnishings & Moveable Equipment 4%	(of line1.1)	\$682,245	\$748,758
2.3 Technology 3%			\$561,569
2.4 Advertising, Insurance, Legal, Printing			\$40,000
2.5 Contingency (10% of Item 1)			\$2,238,584
2.6 % for Art			\$0
Subtotal			\$3,522,398
Item 3: Fees and Services			
Basic Services			
3.1 Architect New (Item 1 x State of ME Fee)	\$22,385,839 @	6.8 %	\$1,522,237
3.3 Reimbursables & Permits			\$60,000
Special Services			
3.3 Environmental Permitting			\$50,000
3.4 Survey, Soils and Wetlands			\$50,000
3.5 Construction Testing			\$60,000
3.6 Special Inspections			\$10,000
3.7 Clerk			\$160,000
3.8 Commissioning			\$50,000
3.9 Owner's Representative			\$50,000
			\$0
Subtotal			\$2,012,237
Total Project Cost			\$27,920,474





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 2385 Congress Street Portland, ME 04104	CONTACT NAME: Zachary G. Henry PHONE (A/C, No, Ext): (207) 523-2272 FAX (A/C, No): (207) 774-2994 E-MAIL ADDRESS: zhenry@clarkinsurance.com													
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INSURED PDT Architects Portland Design Team 49 Dartmouth St Portland, ME 04101														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	BZS57307141	05/20/2017	05/20/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BZS57307141	05/20/2017	05/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Included in GL \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO57307141	05/20/2017	05/20/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A	1810095890	02/02/2017	02/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Prof Liability		DPR9907279	09/30/2016	09/30/2017	Each Claim \$ 2,000,000
D	Deductible - \$75,000		DPR9907279	09/30/2016	09/30/2017	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

The hired & non-owned auto liability limit shown above is not a separate limit. It is included in the General Liability limit of \$2,000,000.

Certificate holder and Brunswick School Department are additional insureds, by automatic status, when required by written contract, when executed prior to any loss, with regards to general liability arising out of the ongoing operations of the insured.
 Project: New Elementary School, Brunswick, Maine.

CERTIFICATE HOLDER Town of Brunswick Brunswick Town Hall 85 Union Street Brunswick, ME 04011	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Attachment C



PDT Architects' Standard Conditions and Rates

- 1. Billing Cycle:** The Client will be billed monthly for services and agrees to pay within 30 days of presentation. Failure to pay within this period permits PDT Architects to terminate its performance upon 5 days written notice and interest will be assessed at 1.0% per month or 12% per year after 30 days on the unpaid balance. The Client agrees to pay all costs of collection fees owed pursuant to this agreement, such costs to include, but are not limited to: reasonable collection agency fees, attorney's fees and court costs.
- 2. Additional Services:** The Owner shall pay PDT Architects on a hourly basis plus expenses and at 1.10 times the amount billed to PDT Architects by its engineers and other consultants, for services performed at the Owner's request and without limitation, services in connection with changes made at the Owner's request which are inconsistent with prior approvals by the Owner.
- 3. Entire Agreement/Limitation of Authority:** This agreement represents the entire agreement between the parties and may only be modified by the Principals of PDT Architects and the authorized representative of the Client.
- 4. Ownership and Use of the Documents:** All documents prepared by PDT Architects are the instruments of service and shall remain the property of PDT Architects. Any use of the documents for other than the specific intended purpose without written permission of PDT Architects is prohibited.
- 5. Estimates:** Since PDT Architects has no control over construction costs or contractor's prices, any cost estimates are made or reviewed by PDT Architects on the basis of PDT Architects experience and judgment as a design professional, but PDT Architects cannot and does not guarantee that the contractor's proposals, bids or costs will not vary from such cost estimates.
- 6. Owner's Responsibilities:** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the project and shall provide PDT Architects with all required land surveys, geotechnical investigations, and information relating to existing conditions at the project site which PDT Architects may request. PDT Architects shall be entitled to rely upon the completeness and accuracy of such services and information.
- 7. Architect's Role During Construction:** If so provided in the Agreement, PDT Architects shall make periodic visits to the site during the construction phase of the project to become generally familiar with the progress and quality of the

work and to determine, in general, if the work is proceeding in accordance with the drawings and specifications furnished by PDT Architects. On the basis of such visits, PDT Architects shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor. However, it is understood that the contractor, not the PDT Architects, is responsible for safety programs and procedures at the site, for the acts or omissions of any contractor or subcontractor, or for the failure of any of them to carry out their contractual duties and responsibilities. PDT Architects shall furnish to the contractor such additional details, interpretations and clarifications as are customary during the Construction Phase. All changes, substitutions and deviations from the drawings and specifications furnished by PDT Architects shall be subject to PDT Architect's approval.

8. Asbestos, Hazardous Waste, Etc.: Professional services relating to the existence, identification, removal, containment, or abatement of asbestos, lead paint, toxic substances, or hazardous waste are not included in the scope of PDT Architect's work. The Owner shall be solely responsible for, and shall release, indemnify and defend PDT Architects from and against all liability arising out of, the existence, identification, removal, containment and/or abatement of asbestos, lead paint, toxic substances and/or hazardous waste in connection with the project.

9. Limitation of Liability: The Client agrees to limit PDT Architect's liability for all claims to the total fees paid to PDT Architects under this Agreement.

10. Indemnification: The Client agrees to indemnify and hold harmless PDT Architects from all claims and costs (including attorney's fees) arising out of this Agreement except when such claims and costs are caused by the negligent acts, errors, or omissions of PDT Architects.

11. Dispute Resolution: The parties to this Agreement will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by negotiation. If this negotiation is unable to resolve the controversy or claim, the parties will submit the matter to mediation before pursuing another formal dispute resolution procedure. Expenses incurred by mediation will be shared by each party. Upon written demand for mediation the parties shall agree upon a mediator within 15 days. Mediation will be conducted through a formal service, experienced in construction mediation. If the parties cannot agree upon a mediator within 15 days, each party shall exchange a list of five acceptable mediators listed in the greater Portland telephone directory yellow pages and the mediator shall be selected from the names common to both lists. Unless otherwise mutually agreed to, any disputes arising out of or in the course of this Agreement not resolved by negotiation or mediation will be resolved through litigation in the Maine Superior Court.

12. Severability and Reformation: Any provision found void or unenforceable will be modified to the extent possible to express its intention. All remaining provisions will continue to be binding and valid.

STANDARD RATES

Firm Partners	\$ 160
Project Managers	\$ 125
Project Architects	\$ 125
Job Captains	\$ 100
Interior Designers	\$ 100
CADD Drafter/Designer	\$ 85
Administrative Support	\$ 65

Overtime is charged at time and a half and does not apply to travel. Client will be advised in advance if the project schedule requires overtime work.

REIMBURSABLE CONSULTANTS: Billed at 1.10 times cost

IN-HOUSE AND PORTLAND AREA EXPENSES: A 3.0% surcharge is added to cover the cost of incidental project-specific expenses which include: copying, digital plots, and printing for in-house use, local telephone calls and faxes, and the cost of technology supporting the hourly work.

REIMBURSABLE EXPENSES: Mileage billed at IRS allowed rate currently in force; tolls, auto rentals, gasoline, shipping and delivery by UPS, FedEx or courier, out-of-house reproduction costs, special papers, boards, graphic materials, mounting, laminating, shrink-wrapping, model costs, maps, surveys, fees related to government approvals, bid depository fees, photography and film processing; airfare and overnight lodging, if authorized in advance. Reimbursable expenses are billed at 1.10 times cost.

Billing is monthly and terms are: Net 30 days with 1.0% interest charged per month.