

ATTACHMENT A

**AIA DOCUMENT B141 1987 EDITION
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

**Winston-Salem/Forsyth County Board of Education
June 15-2015 Revised Edition
for**

Project: _____

Architect: _____

Amendments, Additions and Deletions in AIA Document B141, 1987 Edition of Standard Form of Agreement Between Owner and Architect

Note: Words in Bold Face Type and Full caps are additions to the Contract. Words that have been deleted are noted or shown by strikeout.

FOR THE FOLLOWING PROJECT:

Article 1

Architect's Responsibilities

1.1 Architect's Services.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted **BY MUTUAL AGREEMENT OF THE OWNER AND THE ARCHITECT** as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approvals 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.

Article 2

Scope of Architect's Basic Services

2.1 Definition.

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical, electrical **AND ANY OTHER ENGINEERING SERVICES NECESSARY TO PRODUCE A REASONABLY COMPLETE AND ACCURATE SET OF CONSTRUCTION DOCUMENTS, AS DESCRIBED IN PARAGRAPH 2.2 through 2.6, EXCEPT THOSE ENGINEERING SERVICES REQUIRED TO BE PROVIDED BY THE OWNER AS SET FORTH IN ARTICLE 4 OF THIS AGREEMENT.**

2.2 Schematic Design Phase.

2.2.1 The Architect shall review **AND ANALYZE** the Program furnished by the Owner to ascertain the requirements of the Project, shall arrive at a mutual understanding of such requirements with the Owner, **SHALL COMMIT SUCH UNDERSTANDING TO WRITING, AND SHALL FURNISH A COPY TO THE OWNER FOR HIS APPROVAL BEFORE PROCEEDING WITH SCHEMATIC DESIGNS.**

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components. **THE DESIGN DOCUMENTS SHALL COMPLY WITH APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, ORDERS, RULES AND REGULATIONS IN FORCE AS OF THE DATE OF THIS AGREEMENT. APPROVAL BY THE OWNER SHALL BE DEEMED TO BE APPROVAL OF THE CONCEPT THOUGH NOT THE MEANS, TECHNIQUES OR PARTICULAR MATERIAL RECOMMENDED BY THE ARCHITECT.**

2.2.6 New Paragraph

2.2.6 THE ARCHITECT SHALL SUBMIT TO THE NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION, DIVISION OF SCHOOL PLANNING, AND THE NORTH CAROLINA DEPARTMENT OF INSURANCE SCHEMATIC DESIGN STUDIES FOR THE PURPOSE OF OBTAINING THEIR ADVICE AND RECOMMENDATIONS. ANY CHANGES IN THE DESIGN RECOMMENDED BY EITHER OF THE ABOVE STATE AGENCIES SHALL, BY THE DIRECTION OF THE OWNER, BE MADE BY THE ARCHITECT WITHOUT ADDITIONAL EXPENSE ON THE PART OF THE OWNER.

2.3 Design Development Phase

2.3.3 New Paragraph

2.3.3 THE ARCHITECT SHALL CONSIDER THE PLACEMENT OF WINDOWS TO USE THE CLIMATE OF NORTH CAROLINA FOR BOTH LIGHT AND VENTILATION IN THE CASE OF POWER SHORTAGES AND ALSO SHALL CONSIDER THE INSTALLATION OF SOLAR ENERGY SYSTEMS IN THE DESIGN OF SCHOOL FACILITIES AS REQUIRED BY N.C.G.S. §115C-521(c).

2.4 Construction Documents Phase

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and

Specifications setting forth in detail the requirements for the construction of the Project **INCLUDING, BUT NOT LIMITED TO, THE WORK REQUIRED FOR THE ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, SERVICE-CONNECTED EQUIPMENT AND SITE WORK, AND THE NECESSARY GENERAL CONDITIONS OF THE CONTRACT. HE SHALL PROVIDE THE SERVICES OF PROFESSIONAL STRUCTURAL, MECHANICAL, CIVIL, ELECTRICAL AND OTHER ENGINEERS, QUALIFIED BY TRAINING AND EXPERIENCE IN THEIR RESPECTIVE FIELDS, AS NEEDED, TO ADDRESS THE REQUIREMENTS OF THE PROJECT; SHALL SUBMIT A LIST OF THE NAMES OF THE ENGINEERS TO BE EMPLOYED BY THE ARCHITECT TO THE OWNER, IN ADVANCE, FOR THE OWNER'S REVIEW; AND SHALL REQUIRE SUCH PROFESSIONAL ENGINEERS TO PLACE THEIR SEAL, NAME AND SIGNATURE ON THE DRAWINGS AND SPECIFICATIONS PREPARED BY THEM FOR USE DURING THE CONSTRUCTION PHASE OF THE PROJECT."**

2.4.2 The Architect, **AFTER CONSULTATION WITH THE OWNER**, shall ~~assist the Owner in the preparation of~~ **PREPARE** the necessary bidding information **AND** bidding forms, **TO COMPLY WITH THE NORTH CAROLINA PUBLIC CONSTRUCTION CONTRACTS STATUTES, CHAPTER 143, ARTICLE 8, OF THE N.C.G.S., INCLUDING THE NECESSARY INFORMATION REQUIRED BY CHAPTER 87 OF THE NORTH CAROLINA GENERAL STATUTES PERTAINING TO THE LICENSING OF CONTRACTORS, AND** shall assist the Owner in the preparation of the Conditions of the Contract and the form of the Agreement between the Owner and the PRIME Contractors, **SUBJECT TO THE REVIEW AND APPROVAL OF THE OWNER'S LEGAL COUNSEL.**

2.4.3 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in **THE SCOPE OF THE WORK**, requirements or general market conditions.

2.4.4 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ **BE RESPONSIBLE, WITH THE ASSISTANCE OF THE OWNER**, for filing documents required for the approval of governmental authorities having jurisdiction over the project, **INCLUDING THE NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION, DIVISION OF SCHOOL PLANNING; THE NORTH CAROLINA DEPARTMENT OF INSURANCE AND THE NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES. THE ARCHITECT SHALL BE RESPONSIBLE FOR MAKING SUCH CHANGES IN THE CONSTRUCTION DOCUMENTS AS MAY BE SUGGESTED BY SAID GOVERNMENTAL AUTHORITIES AT HIS EXPENSE WHEN INSTRUCTED TO DO SO BY THE OWNER, EXCEPT AS PROVIDED BY PARAGRAPH 3.3.1.2.**

2.4.5 New Paragraph

2.4.5 THE ARCHITECT SHALL INCLUDE IN THE BIDDING INFORMATION, PLANS OR SPECIFICATIONS A REQUIREMENT THAT THE PRIME CONTRACTORS PROVIDE OPERATION MANUALS AND ADEQUATE TRAINING FOR THE OWNER'S PERSONNEL WHO HAVE HAD PREVIOUS EXPERIENCE IN USING MECHANICAL,

ELECTRICAL, HEATING AND AIR CONDITIONING SYSTEMS.

2.5 Bidding or Negotiations Phase

2.5.2 New paragraph

2.5.2 IN THE EVENT THE LOWEST RESPONSIBLE BIDS EXCEED THE FUNDS APPROPRIATED FOR THE PROJECT, THE ARCHITECT, IN CONSULTATION WITH AND AT THE DIRECTION OF THE OWNER, SHALL PROVIDE SUCH MODIFICATIONS IN THE CONTRACT DOCUMENTS AS SHALL BE NECESSARY TO BRING THE COST OF THE PROJECT WITHIN THE PROJECT'S BUDGET. THE OWNER RECOGNIZES THAT SUCH MODIFICATIONS MAY REDUCE THE SCOPE AND/OR QUALITY OF THE WORK.

2.6 Construction Phase-Administration of the Construction Contract

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the awarding of **ANY SEPARATE** contract for construction and terminates ~~at the earlier of the issuance to the Owner of the Final certificate for Payment or 60 days after the date of Substantial Completion of the Work~~ **UPON THE LATER OF THE ISSUANCE BY THE ARCHITECT OF A CERTIFICATE OF COMPLIANCE OR THE ISSUANCE OF THE FINAL CERTIFICATE FOR PAYMENT TO ALL OF THE PRIME CONTRACTORS**, unless extended under the terms of subparagraph 10.3.3.

2.6.2 The Architect shall provide administration of **ALL PRIME CONTRACTS** for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement **AS AMENDED BY OWNER**.

2.6.3 **CONSTRUCTION PHASE** duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written Agreement of the Owner and Architect **AND NOTICE TO THE PRIME CONTRACTORS**.

2.6.4 The Architect shall be a representative of **THE OWNER DURING THE CONSTRUCTION PHASE**, and shall advise and consult with the Owner ~~(1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction~~ from time to time during the correction period described in the Contract for Construction. **INSTRUCTIONS TO THE PRIME CONTRACTORS SHALL BE FORWARDED THROUGH THE ARCHITECT**. The Architect shall have authority to act on behalf of the owner only to the extent provided in the contract documents unless otherwise modified by written instrument.

2.6.5. The architect shall visit the site ~~at intervals~~ **NOT LESS THAN THREE TIMES PER WEEK WHILE WORK PERTINENT TO THEIR PHASE OF THE PROJECT IS IN PROGRESS, AND AS OFTEN AS NECESSARY AND** appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing **(WITH PARTICULAR EMPHASIS ON STRUCTURAL WORK) TO INSPECT THE SITE AND WORK; TO**

~~become generally~~ **FAMILIARIZE HIMSELF** with the progress and quality of the work completed; and to determine ~~in general~~ **FOR THE OWNER'S BENEFIT AND PROTECTION** if the work is **PROCEEDING IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS AND THE CONSTRUCTION SCHEDULE AND IS** being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. **IN A LIKE MANNER, THE ARCHITECT'S CONSULTANT ENGINEERS SHALL VISIT THE SITE AT LEAST ONCE PER WEEK WHILE WORK PERTINENT TO THEIR PHASE OF THE PROJECT IS IN PROGRESS OR AS OFTEN AS NECESSARY AND APPROPRIATE TO THE STAGE OF CONSTRUCTION OR AS OTHERWISE AGREED BY THE OWNER AND ARCHITECT IN WRITING.** ~~However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ On the basis of on-site **INSPECTIONS** observations, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall ~~endeavor~~ **USE REASONABLE CARE** to guard the Owner against defects and deficiencies in the Work **OF THE PRIME CONTRACTORS AND AGAINST THE PRIME CONTRACTORS' FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CONSTRUCTION SCHEDULE.**

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequence or procedures or for safety precautions and programs in connection with the Work. ~~since these are solely the Contractor's responsibility under the Contract for Construction.~~ The Architect shall not be responsible for the **PRIME** Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents; **EXCEPT TO DETERMINE THAT THE WORK IS IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS AS SET FORTH IN PARAGRAPH 2.6.5 ABOVE.** The Architect shall not have control over or charge of acts or omissions of the **PRIME** contractors, Subcontractors, or their agents or employees or of any other persons performing portions of the Work. **HE SHALL GIVE PROMPT NOTICE TO THE OWNER IN WRITING OF ANY MAJOR OR MATERIAL DEVIATIONS IN THE WORK FROM THE CONTRACT DOCUMENTS OR ANY DEFECTS OR DEFICIENCIES THEREIN. THIS PARAGRAPH SHALL GOVERN AND CONTROL IN THE EVENT OF ANY CONFLICTS HERewith IN THIS AGREEMENT.**

2.6.6.1 New Paragraph

2.6.6.1 THE ARCHITECT SHALL PROVIDE ARCHITECTURAL SERVICES FOR THE OWNER MADE NECESSARY BY MAJOR DEFECTS OR DEFICIENCIES IN THE WORK OF THE PRIME CONTRACTORS OR ANY SUBCONTRACTORS OR THEIR RESPECTIVE AGENTS OR EMPLOYEES WHICH THROUGH REASONABLE CARE THE ARCHITECT SHOULD HAVE DISCOVERED AND PROMPTLY REPORTED TO THE OWNER BUT FAILED SO TO DO. IN ADDITION, THE ARCHITECT REPRESENTS THAT HE WILL FOLLOW THE STANDARDS OF HIS PROFESSION IN PERFORMING ALL SERVICES UNDER THIS AGREEMENT. ANY DEFECTIVE DESIGNS OR SPECIFICATIONS FURNISHED BY THE ARCHITECT SHALL BE PROMPTLY CORRECTED BY THE ARCHITECT AT NO COST TO THE OWNER. THE

OWNER'S APPROVAL, ACCEPTANCE, USE OF OR PAYMENT FOR ALL OR ANY PART OF THE ARCHITECT'S SERVICES HEREUNDER OR THE PROJECT ITSELF SHALL IN NO WAY DIMINISH OR LIMIT THE ARCHITECT'S OBLIGATIONS AND LIABILITIES OR THE OWNER'S RIGHTS.

2.6.7 BOTH THE OWNER AND the Architect shall at all times have access to the Work wherever it is in preparation or progress."

~~2.6.8 Except as may otherwise be provided in the Contract Documents or when communication have been specially authorized,~~ The **OWNER AND PRIME CONTRACTORS** shall communicate through the Architect; **EXCEPT (1) AS MAY OTHERWISE BE PROVIDED IN THE CONTRACT DOCUMENTS, (2) WHEN DIRECT COMMUNICATIONS HAVE BEEN SPECIFICALLY AUTHORIZED, OR (3) WHEN SUCH COMMUNICATION HAS BEEN ATTEMPTED AND COULD NOT REASONABLE BE ACCOMPLISHED IN A TIMELY MANNER IN CONSIDERATION OF THE REQUIREMENTS OF THE PROJECT. WHERE DIRECT COMMUNICATION BETWEEN THE OWNER AND A CONTRACTOR HAS OCCURRED, THE OWNER AND CONTRACTOR SHALL PROMPTLY AND JOINTLY DOCUMENT THE NATURE AND RESULT OF THE COMMUNICATION AND SHALL PROVIDE A COPY OF SAID DOCUMENTATION TO THE ARCHITECT.** Communications by and with the Architect's consultants shall be through the Architect. **COMMUNICATIONS BY AND WITH THE OWNER SHALL BE THROUGH THE ASSISTANT SUPERINTENDENT FOR OPERATIONS OR HIS DESIGNEE.**

2.6.9 Based on the Architect's observations, **INSPECTIONS OF THE WORK**, and evaluations of **EACH PRIME** Contractor's applications for payment **AND THE RECOMMENDATIONS OF THE PROJECT EXPEDITER**, the Architect shall review and certify the amounts due **EACH SAID** Contractor. **SAID REVIEW AND CERTIFICATION SHALL BE COMPLETED WITHIN SEVEN DAYS OF THE ARCHITECT'S RECEIPT OF THE APPLICATION.**

2.6.10 The Architect's **ISSUANCE OF A CERTIFICATE** for payment shall constitute a representation **BY THE ARCHITECT** to the Owner, based on the Architect's **INSPECTIONS** and observations ~~at the site~~ as provided in subparagraph 2.6.5 and on the data comprising the **PRIME** Contractor's Application for Payment, that the Work has progressed to the point indicated **IN SAID APPLICATION**, 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 **AND THAT THE WORK HAS BEEN PERFORMED IN A GOOD WORKMANLIKE FASHION.** The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of any subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications expressed by the Architect **IN THE CERTIFICATE FOR PAYMENT.** The Issuance of a Certificate for Payment shall further constitute a representation **BY THE ARCHITECT** that the **PRIME** contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has ~~(1) made exhaustive or continuous on-site inspection to check the quality or quantity of the Work,~~ **(1) (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 (2) (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

2.6.11 WHERE WORK DOES NOT CONFORM TO THE CONTRACT DOCUMENTS, the Architect shall ~~have the authority to~~ **PROMPTLY NOTIFY THE OWNER AND CONTRACTOR OF HIS INTENT TO** reject SUCH Work **AND SHALL REJECT SUCH NONCONFORMING WORK UNLESS THE OWNER NOTIFIES THE ARCHITECT IN WRITING WITHIN TWENTY-FOUR (24) HOURS THAT IT WILL ACCEPT THE WORK** which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the Contract Documents, the Architect will have the authority to require additional 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. **WHERE SUCH ADDITIONAL INSPECTION OR TESTING IS TO BE AT AN ADDITIONAL COST TO THE OWNER, SUCH ADDITIONAL INSPECTION AND TESTING IS TO BE REQUIRED BY THE ARCHITECT ONLY UPON ADVANCE NOTICE TO THE OWNER AND SHALL BE CONDUCTED UNLESS THE OWNER OBJECTS.** 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, subcontractor, material and equipment suppliers, their agents or employees or other persons performing portions of the Work."

2.6.12 The Architect shall review and approve or take other appropriate action upon **PRIME** Contractor's submittals such as Shop Drawings, Product Data and Samples, ~~but only~~ for the ~~limited~~ purpose of checking conformance with the information given and the design concept expressed in the Contract Documents."

2.6.15 The Architect shall interpret and decide matters concerning performance of the ~~Owner and~~ **PRIME CONTRACTORS** under the requirements of the Contract Documents on written request of either the Owner or **A PRIME** Contractor. The Architect's response to such requests shall be made with reasonable promptness and within the time limits agreed upon."

2.6.16 Interpretation 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 the Owner and~~ the **PRIME** Contractors and shall not show partiality ~~to either~~ **AMONG THEM.** ~~and shall not be liable for results of interpretations or decisions so rendered in good faith.~~

2.6.19 The Architect's decisions on Claims, disputes or other matters, including those in question between the Owner and Contractor **AND THOSE BETWEEN OR AMONG PRIME CONTRACTORS**, excepting for those relating to aesthetic effect as provided in subparagraph 2.6.17 shall be subject to **VOLUNTARY** arbitration as provided in the Agreement and in the Contract Documents.

Add the following additional paragraphs to Basic Services:

2.6.20 PROVIDING SERVICES TO INVESTIGATE EXISTING CONDITIONS OR FACILITIES OR TO MAKE MEASURED DRAWINGS THEREOF, OR TO VERIFY THE ACCURACY OF DRAWINGS OR OTHER INFORMATION FURNISHED BY THE OWNER.

2.6.21 EXCEPT AS PROVIDED BY THE GENERAL CONTRACTOR ACTING AS THE PROJECT EXPEDITER UNDER THE PROVISIONS OF N.C.G.S §143-128, PROVIDING ADMINISTRATION OF CONSTRUCTION PERFORMED BY SEPARATE PRIME CONTRACTORS OR BY THE OWNER'S OWN FORCES AND COORDINATION OF SERVICES IN CONNECTION WITH CONSTRUCTION PERFORMED AND EQUIPMENT SUPPLIED BY OWNER, INCLUDING ESTABLISHING AND CONDUCTING IN CONJUNCTION WITH THE PROJECT EXPEDITER A REGULAR SCHEDULE OF MONTHLY MEETINGS FOR EACH PRIME CONTRACTOR'S PROJECT SUPERINTENDENT OR REPRESENTATIVE AND A REPRESENTATIVE OF THE OWNER. SUCH MONTHLY MEETINGS SHALL BE HELD THROUGHOUT THE ENTIRE CONSTRUCTION PHASE OF THE PROJECT AND SHALL BE FOR THE PRIMARY PURPOSE OF ASSESSING THE PROGRESS OF THE WORK OF EACH PRIME CONTRACTOR AND RECOMMENDING TO THE OWNER SUCH REMEDIAL ACTIONS AS ARE NECESSARY TO ASSURE REQUIRED PROGRESS AND COMPLETION IN ACCORDANCE WITH THE CONSTRUCTION SCHEDULE AND WITHIN THE CONTRACT TIME. THE ARCHITECT SHALL SUBMIT TO THE OWNER AND PRIME CONTRACTORS A FULL REPORT OF EACH SUCH MEETING.

2.6.22 THE ARCHITECT SHALL BE PREPARED TO SERVE AND SHALL SERVE WHEN REQUESTED BY THE OWNER AS A PRESENTER IN CONNECTION WITH ANY PUBLIC HEARING CONCERNING THE PROJECT AND AS A WITNESS AT ANY ARBITRATION PROCEEDING OR LEGAL PROCEEDING TO WHICH HE IS A PARTY CONCERNING THE PROJECT AS PART OF HIS BASIC SERVICES. HOWEVER, IF THE ARCHITECT IS NOT A PARTY TO THE PROCEEDING, HE SHALL BE ENTITLED TO ADDITIONAL COMPENSATION IF REQUESTED BY THE OWNER TO SERVE AS A WITNESS AT ANY SUCH PROCEEDING.

2.6.23 PREPARING OR PROVIDING A SET OF REPRODUCIBLE RECORD DRAWINGS SHOWING SIGNIFICANT CHANGES IN THE WORK MADE DURING CONSTRUCTION BASED ON MARKED-UP PRINTS, DRAWINGS AND OTHER DATA FURNISHED BY THE PRIME CONTRACTORS TO THE ARCHITECT INCLUDING, BUT NOT LIMITED TO, THE LOCATION OF WATER, SEWER, TELEPHONE, ELECTRIC, GAS AND ANY OTHER UTILITY LINES AS REPORTED BY THE PRIME CONTRACTORS TO THE ARCHITECT.

2.6.24 ELECTRONIC AS-BUILDS AND/OR RECORD DOCUMENTS. PROVIDE ONE SET OF ALL PERMITS AND/OR AGENCY APPROVALS REQUIRED AND PROVIDE ONE FULL SET OF CONSTRUCTION DOCUMENTS SHOWING SIGNIFICANT CHANGES IN THE WORK MADE DURING CONSTRUCTION BASED ON CONTRACTOR MARKUPS AND DESIGNER MODIFICATIONS DURING THE

CONSTRUCTION OF THE BUILDING. PROVIDE IN ELECTRONIC PDF FORMAT – SUB FILED INTO ARCHITECTURAL, CIVIL, STORMWATER, PLUMBING, MECHANICAL AND ELECTRICAL. FURNISH ONE MARKED UP SET OF RECORD SPECIFICATIONS IN PDF FORMAT FOR THE OWNER’S RECORDS. (6-15-2015)

2.6.25 CREATE AND FURNISH ELECTRONIC, (AUTOCAD AND PDF FORMATS), DRAWINGS MEETING WS/FCS STANDARD FORMAT (SUBDIVIDED INTO LAYERS) BUILDING MAPS/DRAWINGS INDICATING ROOM NUMBERS, UTILITY CUTOFF LOCATIONS, ROOF ACCESS LOCATIONS, FIRE ALARM AND SECURITY PANEL LOCATIONS, FIRE EXTINGUISHERS, BUILDING SQUARE FOOTAGES AND SIGNIFICANT ROOM USES FOR RECORD AND EMERGENCY PURPOSES. UPDATE WS/FCS EXISTING DRAWINGS WHEN ADDITIONS AND/OR RENOVATIONS ARE MADE TO EXISTING CAMPUSES. (6-15-2015)

ARTICLE 3
Additional Services

3.1 General

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified **ELSEWHERE IN THIS AGREEMENT AS BEING INCLUDED IN BASIC SERVICES**, in Article 12 **OR IN ATTACHMENT "A" TO THE AGREEMENT**, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized **IN ADVANCE** in writing by the Owner. If, **IN THE OPINION OF THE ARCHITECT**, services described under Contingent Additional Services in paragraph 3.3. are required due to circumstances beyond the Architect's control, the Architect shall **ADVISE THE OWNER OF THE NEED** for those services and shall notify the Owner **IN WRITING** prior to commencing those services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide these services. **IF, HOWEVER, SERVICES DESCRIBED UNDER PARAGRAPH 3.3 ARE REQUIRED DUE TO CIRCUMSTANCES WITHIN THE CONTROL OF THE ARCHITECT, SUCH SERVICES SHALL BE PROVIDED AS A PART OF BASIC SERVICES. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, NO COMPENSATION SHALL BE PAID TO THE ARCHITECT FOR ADDITIONAL SERVICES THAT BECAME NECESSARY AS A RESULT OF THE FAULT OR NEGLIGENCE OF THE ARCHITECT, HIS AGENT OR EMPLOYEES.**

3.2 Project Representation Beyond Basic Services

3.2.1 If **THE OWNER AND ARCHITECT AGREE THAT** more extensive representation at the site than is described in Subsection 2.6 is required, the Architect shall provide one or more Project

Representatives to assist in carrying out such additional on-site requirements.

3.2.3 Through the observations by such Project Representatives, the Architect shall ~~endeavor to~~ provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not act to modify the rights, responsibilities or obligations of the Architect as described elsewhere in the Agreement.

3.3 **Contingent Additional Services**

3.3.3 Preparing Drawings, Specifications and other documents and supporting data, ~~evaluating Contractor's proposals~~, and providing other services in connection with Change Orders and Construction Change Directives, **PROVIDED SUCH CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES ARE REQUIRED BY CAUSES NOT WITHIN THE CONTROL OF THE ARCHITECT."**

3.3.4 Delete

3.3.7 Delete

3.3.8 Providing services in connection with a ~~public hearing~~ arbitration proceeding or legal proceeding except where the architect is a party thereto.

3.4 **Optional Additional Services**

3.4.1 Moved to Basic Services, see paragraph 2.2.1

3.4.8 Moved to Basic Services, see paragraph 2.6.21

3.4.10, .11 and .12 Consolidate and amend as follows:

3.4.10 Providing detailed estimates of Construction Cost, detailed quantity surveys or inventories of material, equipment or labor or analyses of owning and operating costs, **BUT EXCLUDING THE ENERGY ANALYSIS TO BE PROVIDED AS PART OF THE ARCHITECT'S BASIC SERVICES IN ACCORDANCE WITH PARAGRAPH 2.2.4 OF THIS AGREEMENT.**

3.4.16 Moved to Basic Services, see paragraph 2.6.23

3.4.18 Providing services after **THE LATER OF THE** issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work **BY THE ARCHITECT OF CERTIFICATES OF COMPLIANCE OR THE ISSUANCE OF THE FINAL CERTIFICATES FOR PAYMENT TO ALL OF THE PRIME CONTRACTORS.**

Article 4 **Owner's Responsibilities**

4.8 In fourth line change "Contractor's" to "**PRIME** Contractor's" and in fifth line change "the Contractor" to "a **PRIME** Contractor."

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents **BUT THE OWNER'S FAILURE OR OMISSION TO DO SO SHALL NOT RELIEVE THE ARCHITECT OF HIS RESPONSIBILITIES HEREUNDER AND THE OWNER SHALL HAVE NO DUTY OF OBSERVATION, INSPECTION OR INVESTIGATION.**

Article 5 Construction Cost

5.2. Responsibility for Construction Cost

5.2.2 ~~No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.~~ If such a fixed limit **OF CONSTRUCTION COST** has been established **BY THE OWNER AND THE ARCHITECT AS SET FORTH IN ARTICLE 11 OF THIS AGREEMENT**, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternative bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract(s) for Construction.

5.2.3 Change from "90 days" to "**180 DAYS.**"

Article 6 Use of Architect's Drawings, Specifications and Other Documents

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service ~~for use solely with respect to this project~~ and, unless otherwise provided, the Architect shall be deemed the author of those documents and shall retain all common law, statutory and other reserved rights, including the copyright; **PROVIDED, HOWEVER**, the owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information, reference **AND USE AND/OR** in connection with the Owner's use and occupancy of the Project; ~~The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other Projects,~~ for additions to this Project by others **AND/or** for completion of this Project by Others, ~~unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~

6.2 New Paragraph

6.2 ARCHITECT AND OWNER AGREE THAT THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT MAY BE USED BY THE OWNER AND ARCHITECT FOR ADDITIONAL PROJECTS OF THE OWNER AT A REDUCED RATE OR ARCHITECT'S FEE AS MUTUALLY AGREED UPON BETWEEN THE PARTIES.

Article 7
MEDIATION AND Arbitration

7.1 THE OWNER AND ARCHITECT AGREE TO ENDEAVOR TO PROVIDE WRITTEN NOTIFICATION IN ADVANCE OF ANY VOLUNTARY MEDIATION, ARBITRATION OR LITIGATION CONCERNING CLAIMS, DISPUTES, AND OTHER MATTERS IN QUESTION BETWEEN THE PARTIES TO THIS AGREEMENT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof ~~shall~~ **MAY** be ~~subject~~ **SUBMITTED** to and decided by **VOLUNTARY MEDIATION AND/OR** arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, **THE NORTH CAROLINA UNIFORM ARBITRATION ACT, N.C.G.S. §1-567.1 ET SEQ., OR ANY OTHER MEDIATION OR ARBITRATION PROCEDURE MUTUALLY AGREEABLE TO THE PARTIES.** ~~unless the parties mutually agree otherwise.~~

7.2 THE PARTIES AGREE TO ENDEAVOR TO NEGOTIATE IN GOOD FAITH, PRIOR TO VOLUNTARY MEDIATION, ARBITRATION OR LITIGATION, CONCERNING CLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF. ~~Demand~~ **A REQUEST** for **MEDIATION OR** arbitration shall be filed in writing with the other party to this Agreement ~~and with the American Arbitration Association.~~ ~~A demand~~ **REQUEST** for **MEDIATION OR** 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~~ **REQUEST** for **MEDIATION OR** 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 statutes of limitations.

7.3 Delete current text and replace with the following:

7.3 NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO REQUIRE THE PARTIES TO PROVIDE WRITTEN NOTIFICATION OR ENGAGE IN NEGOTIATIONS PRIOR TO THE INSTITUTION OF LITIGATION NOR TO SUBMIT FOR MEDIATION OR ARBITRATION BY A THIRD PARTY OR PARTIES ANY SUCH CLAIM, DISPUTE OR OTHER MATTER IN QUESTION BETWEEN THE PARTIES BUT THE PARTIES MAY BY MUTUAL AGREEMENT SUBMIT ANY CLAIM, DISPUTE OR OTHER MATTER AT ISSUE TO MEDIATION AND/OR ARBITRATION IN ACCORDANCE WITH THE NORTH CAROLINA UNIFORM ARBITRATION ACT, G.S. 1-567.1 ET SEQ. OR SUCH OTHER MEDIATION OR

ARBITRATION PROCEDURE AS MAY BE MUTUALLY AGREED UPON BETWEEN THE PARTIES.

7.4 Deleted.

Article 8

Termination, Suspension or Abandonment

8.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. **SHOULD EITHER PARTY EXERCISE THIS RIGHT OF TERMINATION, THE WRITTEN NOTICE SHALL SET FORTH THE NATURE OF THE OTHER PARTY'S FAILURE TO PERFORM."**

8.2 If the Project is suspended by the Owner for more than ~~30~~ **90** consecutive days, the Architect shall be compensated for services performed prior to the notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for **ACTUAL** expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect ~~in the event the Project is permanently abandoned.~~ **FOR ANY REASON.** If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice **TO THE OWNER.**

8.8 **New Paragraph:**

8.8 THE OWNER MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON SEVEN (7) DAYS WRITTEN NOTICE TO THE ARCHITECT WITHOUT CAUSE. IN SUCH EVENT, PARAGRAPH 8.7 SHALL APPLY. WHERE THE AGREEMENT IS TERMINATED BY THE OWNER FOR CAUSE AND SAID CAUSE IS OUTLINED IN THE WRITTEN NOTICE OF TERMINATION AS REQUIRED BY PARAGRAPH 8.1, PARAGRAPH 8.7 SHALL NOT APPLY AND THE ARCHITECT MAY BE HELD LIABLE FOR THOSE ACTUAL DAMAGES SUFFERED BY THE OWNER DUE TO THE ARCHITECT'S FAILURE TO PERFORM AS PROVIDED IN THIS AGREEMENT.

Article 9

Miscellaneous Provisions

9.1 ~~Unless otherwise provided,~~ This Agreement shall be governed by the law of **NORTH CAROLINA** ~~the principal place of business of the Architect.~~

9.2 Terms of this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, **EXCEPT AS MODIFIED BY THE OWNER. SEE ATTACHMENT B.**

9.3 Delete

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultant's shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. **THE ARCHITECT SHALL NOT KNOWINGLY SPECIFY OR APPROVE FOR USE IN THE PROJECT ANY NEW MATERIALS CONTAINING ASBESTOS, ASBESTOS PRODUCTS, POLYCHLORINATED BIPHENYL (PCB) OR OTHER TOXIC SUBSTANCES. IF, HOWEVER, THE ARCHITECT DISCOVERS THAT SUCH SUBSTANCES AS DESCRIBED HEREIN HAVE BEEN USED OR DO EXIST IN THE PROJECT, THE ARCHITECT SHALL PROMPTLY NOTIFY THE OWNER, IN WRITING. WHEN ASBESTOS CONTAINING MATERIAL, POLYCHLORINATED BIPHENYL (PCB) OR OTHER TOXIC OR HAZARDOUS SUBSTANCES ARE SUSPECTED OR FOUND IN THE COURSE OF THE PROJECT, THE OWNER SHALL IMMEDIATELY PROVIDE THE SERVICES OF AN APPROPRIATE QUALIFIED EXPERT OR CONSULTANT TO DETERMINE THE PROPER COURSE OF ACTION."**

9.10 ANNUAL SEX OFFENDER REGISTRY CHECK. IN ACCORDANCE WITH N.C.G.S. § 115C-332.1, ARCHITECTS, ENGINEERS AND CONSULTANTS SHALL ANNUALLY ENSURE ALL EMPLOYEES AND/OR CONTRACTED PERSONNEL ON SCHOOL SITES AND/OR IN DIRECT INTERACTION OR CONTACT WITH WS/FCS STUDENTS ARE NOT LISTED ON THE NORTH CAROLINA AND NATIONAL SEX OFFENDER REGISTRIES. ANY PERSON LISTED ON SUCH REGISTRIES SHALL NOT BE ALLOWED TO PROVIDE SERVICES IN WS/FCS UNDER ANY CIRCUMSTANCES. (6-15-15)

Article 10 Payments to the Architect

10.1 **Direct Personnel Expense** - No change

10.2 **Reimbursable Expenses**

10.2.1 Reimbursable expense are in addition to compensation for Basic and Additional Services and **SHALL BE PAYABLE PROVIDED THEY ARE APPROVED IN ADVANCE AND IN WRITING BY THE OWNER. REIMBURSABLE EXPENSES** include **ACTUAL** expenses incurred by the Architect and Architect's employees and consultants in the interests of the Project, as identified in the following clauses."

10.2.1.1 Deleted

10.2.1.2 Expense of reproductions, postage and handling of drawings, specifications and other documents, **EXCLUDING REPRODUCTIONS FOR THE OFFICE USE OF (1) THE ARCHITECT, (2) THE ARCHITECT'S CONSULTANTS, (3) THE OWNER AND (4) TO PROVIDE UP TO TWENTY COMPLETE SETS OF DRAWINGS AND SPECIFICATIONS WITHOUT COST FOR CONTRACTORS.**

10.2.1.5 Delete

10.2.1.6 Delete

10.3 Payments on account of Basic Services

10.3.1 Delete

10.3.2 ~~Subsequent~~ Payments for Basic Services shall be made monthly and where possible, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

Article 11
Basis of Compensation

11.1 AN INITIAL PAYMENT OF: **NONE.**

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as a part of Basic Services, Basic Compensation shall be based on a **Fixed Limit of Construction Cost of** _____

11.2.2 ~~Where compensation is based on a stipulated sum or percentage of Construction Cost,~~ Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	TWENTY-FIVE percent (25%)
Design Development Phase:	TWENTY-FIVE percent (25%)
Construction Documents Phase:	TWENTY-FIVE percent (25%)
Bidding or Negotiations Phase:	FIVE percent (5%)
Construction Phase:	TWENTY percent (20%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Additional Services, but excluding services of consultants,

compensation shall be computed as follows:

For services rendered by principals or partners:	\$__ per hour.
For services rendered by associate architects/field representatives:	\$__ per hour.
For services rendered by engineering principals:	\$__ per hour.
For services rendered by consultant engineers:	\$__ per hour.
For services rendered by draftsmen:	\$__ per hour.

11.3.2.1. New Sub-paragraph

11.3.2.1 THE RATES LISTED ABOVE AS COMPENSATION FOR ADDITIONAL SERVICES DO NOT APPLY TO ADDITIONAL SERVICES PROVIDED UNDER THE PROVISIONS OF PARAGRAPH 3.3.2. COMPENSATION FOR SUCH SERVICES SHALL BE MUTUALLY AGREED UPON BY THE PARTIES ON A CASE BY CASE BASIS.

Article 12

Other Conditions or Services

12.1 DOCUMENTATION

IT SHALL BE THE DUTY OF THE ARCHITECT, AS PART OF BASIC SERVICES, TO MAKE A WRITTEN RECORD OF ALL MEETINGS, CONFERENCES, DISCUSSIONS AND DECISIONS MADE BETWEEN AND/OR AMONG THE OWNER, ARCHITECT AND PRIME CONTRACTORS DURING ALL PHASES OF THE PROJECT AND CONCERNING ANY MATERIAL CONDITION IN THE REQUIREMENTS, SCOPE, PERFORMANCE AND/OR SEQUENCE OF THE WORK AND TO PROVIDE A COPY OF SUCH RECORD TO THE OWNER OR PRIME CONTRACTORS UPON REQUEST.

12.2 INSURANCE

12.2.1 ARCHITECT SHALL PURCHASE AND MAINTAIN IN FULL FORCE AND AT NO ADDITIONAL COST TO THE OWNER THE FOLLOWING INSURANCE UNTIL THE TERMINATION OF SERVICES OF THIS AGREEMENT:

- .1 WORKERS' COMPENSATION COVERAGE THAT MEETS OR EXCEEDS LEGAL REQUIREMENTS;**
- .2 AUTOMOBILE AND TRUCK LIABILITY COVERAGE WITH A MINIMUM COMBINED SINGLE LIMIT OF LIABILITY OF \$500,000; AND**
- .3 ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE COVERAGE WITH MINIMUM LIMITS OF \$1,000,000.00 PER CLAIM AND/OR OCCURRENCE, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT.**

12.2.2 WITH RESPECT TO ANY OF THE INSURANCE POLICIES PROVIDED BY ARCHITECT PURSUANT TO THE AGREEMENT THEY SHALL BE ISSUED BY A COMPANY OR COMPANIES LICENSED TO DO BUSINESS IN NORTH CAROLINA.

WITH RESPECT TO ANY POLICIES WHICH ARE ISSUED ON A "CLAIMS MADE" BASIS, THE ARCHITECT MUST AND SHALL AGREE TO MAINTAIN SUCH POLICIES IN FORCE AND EFFECT FOR A PERIOD OF NOT LESS THAN THREE YEARS FOLLOWING THE DATE OF FINAL COMPLETION OF THIS PROJECT. THE ARCHITECT SHALL FURNISH TO THE OWNER A CERTIFICATE OF INSURANCE ISSUED AND ENDORSED BY THE INSURANCE CARRIER(S) CERTIFYING THAT THE SAID POLICY OR POLICIES SHALL NOT BE CANCELED, MODIFIED OR REDUCED IN COVERAGE UNTIL AT LEAST 30 DAYS' PRIOR NOTICE HAS BEEN GIVEN TO THE OWNER BY CERTIFIED MAIL. IN THE EVENT SUCH POLICIES ARE CANCELED, MODIFIED, REDUCED IN COVERAGE OR NOT RENEWED, THE ARCHITECT SHALL PROVIDE A SUBSTITUTE INSURANCE POLICY OR POLICIES WITH TERMS AND CONDITIONS AND IN THE AMOUNTS WHICH COMPLY WITH THE TERMS OF THIS AGREEMENT AND WHICH PROVIDES FOR RETROACTIVE COVERAGE TO THE DATE OF CANCELLATION OR NONRENEWAL TO FILL ANY GAPS IN COVERAGE WHICH MAY EXIST DUE TO THE CANCELLATION OR NONRENEWAL OF THE PRIOR "CLAIMS MADE" POLICY. WITH RESPECT TO ALL "CLAIMS MADE" POLICIES WHICH ARE RENEWED, ARCHITECT SHALL PROVIDE COVERAGE RETROACTIVE TO THE DATE OF COMMENCEMENT OF WORK UNDER THIS AGREEMENT. CANCELLATION OF THE SAID POLICY WITHOUT REPLACEMENT WITH A SUBSTITUTE POLICY PREVENTING A LAPSE IN COVERAGE OR A MODIFICATION OR REDUCTION IN COVERAGE WITHOUT THE WRITTEN CONSENT OF THE OWNER SHALL CONSTITUTE A BREACH OF THIS AGREEMENT BY THE ARCHITECT. IT SHALL BE THE RESPONSIBILITY OF THE ARCHITECT TO NOTIFY THE OWNER OF ANY MODIFICATIONS OR REDUCTION IN COVERAGE IN THE ARCHITECT'S PROFESSIONAL LIABILITY INSURANCE POLICY.

12.3 STRUCTURAL SOUNDNESS

IT IS THE PARTICULAR RESPONSIBILITY OF THE ARCHITECT TO REASONABLY DESCRIBE WITHIN THE CONTRACT DOCUMENTS SUITABLE REQUIREMENTS OR SPECIFICATIONS FOR ALL COMPONENTS AND PROCEDURES OF THE PROJECT AFFECTING STRUCTURAL SOUNDNESS TO REASONABLY ASSURE THEIR FITNESS FOR THE PROJECT INCLUDING APPROPRIATE REQUIREMENTS FOR TESTING TO INSURE COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.