

## The Big Picture

As with all other aspects of our work, we need to keep in mind what is best for the UO. This sometimes means that we should waive some of the contract requirements listed below. If your project may be in this situation, two important considerations:

1. It's a good idea to put your reasoning in writing, in the contract file.
2. You should consult with staff at a higher level (manager or director) and obtain their approval before you waive a contract provision. It's also best practice to inform the project sponsor and/or user group chair.

## Relevant Contract Sections

Discuss these sections with consultant during contract negotiations. Schedule a contract review discussion with consultant at the end of each design phase.

### 3. COMPENSATION

**C. Additional Services:** Owner will compensate the Architect for Additional Services performed by the Architect, whether directly or through its Consultants, beyond the scope of the Basic Services described in **Section 7, "Architectural Services,"** based on hourly rates for Architect personnel or Consultants, plus Reimbursable Expenses, in accordance with the following schedule of charges for the duration of this Agreement (except in the case of a suspension and reactivation of performance beyond the date agreed to by the Parties, as more particularly described in **Section 1G, "Relationship Between the Parties/ Suspension of Agreement by Owner"**), but only when the Owner has given prior written authorization and the Parties have executed an amendment or supplement to this Agreement.

[snip]

### 8. ADDITIONAL SERVICES

**A. Copies of Construction Documents.** All copies of Construction Documents shall be furnished by Architect upon the written request of Owner, and will be reimbursed at the cost of reproduction if in excess of the number specified in **Section 7, "Architect's Services,"** above.

**B. Conditions Required to Support Additional Compensation.** Architect shall be paid, subject to executed amendments or supplements, for extra expenses and services involved if:

- (1) Substantial changes are ordered by Owner after Owner has acknowledged the acceptance of one or more of the planning phases described above (except changes which are ordered for the purpose of maintaining the Direct Construction Cost of the Project within the allowance specified in **Section 1, "Relationship Between Parties"**);
- (2) Damage occurs as a result of fire or other casualty to the structure;
- (3) The Contractor becomes delinquent or insolvent;
- (4) Architect's attendance is required at City of Eugene public and/or planning board presentations;
- (5) Owner requests detailed demolition drawings of existing structure(s) or if documentation must be made for salvage of existing materials, except as may be required to ensure that new construction may be fit to existing construction;
- (6) Owner requests the selection and specification of furnishing(s) outside the scope of the Project's direct construction allowance;

## Additional Services Provisions of Boilerplate Architect Contract - for discussion 21 Jan 2015

- (7) Owner requests Additional Services not identified under the Basic Services provision of this Agreement, such as study models, renderings, etc.;
- (8) The Owner requests that the Architect provide design Services to have the Project LEED certified;
- (9) The Owner requests that the Architect provide design Services associated with specialized signage for the Project beyond that required for code compliance;
- (10) The Owner requests that the Architect perform all necessary Services related to the selection and installation of new furniture purchased by the Owner for the Project; or
- (11) The Owner requests that the Architect prepare any specifications required as part of the installation of the Owner's new furniture at the Project.

### Other relevant contract provisions:

Section 7: We can't approve ASRs for services that are already required by the contract. This section describes those services. Note in particular those sections regarding architect's responsibility regarding budget.

Section 1.F(4) covers the Architect's responsibilities regarding meeting project budgets. Architect is already required to keep the project within the stipulated budget, unless modified by contract amendment. Generally speaking, ASRs asking for fees to bring the project within budget should not be approved.

1.F(4) Architect agrees to fully cooperate with Owner to meet all Project budgets. Owner understands that Architect, in providing opinions of probable construction cost [and working collaboratively with the CM/GC to establish the GMP], has no control over the cost or availability of labor, equipment, or materials, or over market conditions or Contractor's method of pricing, and that Architect's opinions of probable construction costs [and the GMP] are made on the basis of Architect's professional judgment and experience. Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from Architect's opinion of probable construction cost. In the event the Architect's opinion of probable construction cost [and the estimated GMP] exceeds the budget for the Project listed in subsection 3 above by any amount during the design or construction phases, or in the event the bids or negotiated [cost of the Work] [OR] [GMP for the Work] exceed the budget for the Project listed earlier in this Section by more than 10 percent, Architect, upon notice from Owner and prior to the award of the Construction Contract, agrees to modify, at Architect's sole expense, Architect's Schematic Design documents, Design Development documents or Construction Documents (or with owners approval those portions of those documents where opinions of probable construction costs or [bids] [OR] [negotiated GMP] exceeded the budget or stipulated percentage). This redesign effort shall constitute Architect's sole responsibility with respect to its opinions of probable construction cost [and the GMP], and Architect agrees to cooperate with Owner in revising the Project scope and quality in order to reduce the opinion of probable construction cost, or the bids or negotiated [price] [OR] [GMP], so that they do not exceed the Project budget.