

**ADDENDUM TO AIA DOCUMENT B101 - 2017 STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ARCHITECT**

This Addendum is dated as of \_\_\_\_\_, 20\_\_, and modifies the AIA Document B101- 2017 Standard Form of Agreement Between Owner and Architect (“Contract”) of even date herewith between \_\_\_\_\_ as Owner, and \_\_\_\_\_ as Architect, concerning the real property located at \_\_\_\_\_ (“Property”). References in this Addendum to the Contract shall refer to the Contract as modified by the terms of this Addendum unless the context requires otherwise. To the extent the terms of this Addendum are inconsistent with the other terms of the Contract, the terms of this Addendum shall control. Unless specifically stated otherwise, all terms defined in the Contract shall have the same meaning in this Addendum.

AMENDMENTS TO CONTRACT

1. The **SCOPE OF WORK** is attached hereto and incorporated herein as Exhibit “A”.
2. **INSURANCE.** Section 2.5 of the Agreement is replaced in its entirety by the Insurance Requirements attached hereto and incorporated herein as Exhibit “B”.
3. **COPYRIGHTS AND LICENSE.** Section 7.2 of the Agreement is DELETED in its entirety and replaced as follows:

Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner’s obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by the Architect for the Project and the copyrights therein shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect’s professional activities. The Architect shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications.

4. **MEDIATION.** Section 8.2 of the Agreement regarding mandatory mediation is DELETED in its entirety.
5. **ARBITRATION.** Section 8.3 of the agreement regarding mandatory arbitration is DELETED and replaced with the following:

If Architect and Owner agree, and if all persons which either party wishes to join as parties to such arbitration can be so joined, all 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, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The Architect and Owner may consent to arbitration involving an additional person or persons or dispute even though not described herein or with any person not named or described herein.

This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

1. **GOVERNING LAW.** Section 10.1 of the Agreement is replaced in its entirety as follows: “This Agreement shall be governed by the law of the place where the Project is located, without reference to its laws regarding choice of law. The Parties agree that any appropriate state or federal district court located in Seattle, Washington shall have exclusive jurisdiction over any case, controversy, or dispute arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such dispute. The Parties consent to such jurisdiction for all purposes (both personal and subject matter)”

2. **ASSIGNMENT.** The following is added to the end of Section 10.3 of the Agreement: The Architect shall not assign or subcontract any of its obligations under this Agreement in whole or in part without Owner's prior written consent, which may be granted or withheld in Owner's sole discretion, and any unauthorized subcontract or assignment shall be void. Authorized subcontracts or assignments made by the Architect shall incorporate the terms of this Agreement. Owner's consent to any subcontract or assignment shall not release the Architect from liability under this Agreement or any obligation to be performed hereunder, whether occurring before or after such consent, assignment or subcontract.
3. **COMPENSATION; PAYMENT/PAYMENT PROCEDURE.** Article 11 of the Agreement is replaced in its entirety as follows:

11.1 The Architect agrees to perform all of the Work for an amount not to exceed [ ] (\$ ) (the "Contract Amount"). Such payment shall be full compensation for work performed and/or services rendered and for all supervision, labor supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the Work.

11.2 The Architect will be paid monthly by Owner for completed Work and/or services rendered under this Agreement up to the Contract Amount. Payment of any amounts due under the Agreement shall not relieve the Architect of the obligation to perform all of the Work, in a satisfactory manner. Payment for all Architect services for this Project shall be on the basis of the Architect's actual cost plus a profit percentage, as approved by OWNER.

A. Hourly Rates. The Architect shall be paid by OWNER for Work performed, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made a part of this Agreement. The Architect's personnel anticipated to work on this Project are also listed in Exhibit "B". OWNER approval is required prior to including new personnel to this Project.

B. Reimbursables: OWNER will reimburse the Architect at actual cost plus 10% not to exceed – [ ] (\$ ) for expenditures that are necessary and directly applicable to the Work required by this Agreement. Upon request by OWNER, Architect shall provide OWNER with copies of receipts or invoices to support the reimbursement request.

#### 11.3 Travel Expense Documentation

- a) OWNER will reimburse the Architect cost and 10% for travel expenses incurred as evidenced by copies of receipts supporting such travel expenses, and in accordance with OWNER travel policy, details of which can be provided upon request. In addition:
- b) Transportation in connection with the Project, vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred.
- c) Miscellaneous Travel (e.g., parking, gas, taxi, shuttle, tolls, ferry fees, etc.) Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts, where obtainable, are required for each expense.

11.4 Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred plus 10%. Copies of all subconsultant invoices that are rebilled to OWNER are required.

#### 11.4 Billed Employee Time Documentation

- a) Invoices shall detail the Work performed, hours worked, hourly rate, employee's names and job classifications. In addition, attached to the invoices shall be copies of the employee's signed time sheet from which the invoiced billing is being taken.
- b) Partial Payment: The Architect shall submit invoices to OWNER not more than once a month during the progress of the Work for payment for Work completed to the date of the invoice. These invoices shall be for Work performed subsequent to that Work covered by all previous invoices and shall be computed pursuant to the rates and limitations set forth above.
- c) Payment will be made to the Architect within thirty (30) days after receipt by OWNER of the invoice and required documentation. At no time shall the total cumulative payments plus the cumulative amounts allowed but withheld from payments exceed the Contract Amount multiplied by the percentage of the Work actually accomplished. No payment shall be made for Work performed prior to the date authorized for Work to begin. Invoices shall detail the Work, hours, hourly rates, employees' names, numbers, and job classifications for which payment is being requested and shall detail, with receipts attached, the actual expenses for which reimbursement is being requested.

#### 11.5 Invoices shall be submitted to the following address:

King County Housing Authority  
600 Andover Park West  
Seattle, WA 98188

#### 4. **SPECIAL TERMS.** The following sections are added to Article 12 of the Agreement.

##### §12.1 Indemnification

The Architect shall defend, indemnify and hold harmless the Owner, its partners, members, affiliates, officers, employees and agents (collectively the "Owner") from and against any and all causes of action, claims, liabilities, obligations, penalties, damages, costs and expenses including attorneys' fees, court costs, expert witness fees, mediation fees and arbitration fees (singularly and collectively "Claims") to the extent caused by, arising from or related to the breach of this Agreement, negligent acts or omissions or intentional misconduct of the Architect, its consultants or anyone for whose acts any of them may be legally responsible in the performance of the Services. For Claims caused by or resulting from the concurrent fault of the Architect, the Owner and/or third parties, the Architect's duty to defend, indemnify and hold the Owner harmless shall apply only to the extent the Claims are the fault of the Architect.

FURTHERMORE, the Architect acknowledges that the foregoing indemnity is specifically and expressly intended to constitute a waiver of the Architect's immunity under Washington's Industrial Act, RCW Title 51, to the extent such immunity otherwise might limit Architect's indemnification obligations under this Section 12.2 and that this waiver has been specifically negotiated and agreed upon by the parties.

§12.2 Architect agrees to amend this Agreement in such respects as may be required by any construction or permanent lender who may from time to time hold a mortgage or deed of trust or have outstanding a loan commitment on the Project, provided that such amendment does not materially alter Architect's rights, duties, liabilities or remedies under this Agreement. Architect also agrees to provide such lender with such documents and information as the lender requires.

##### §12.3 American with Disabilities Act (ADA) / Fair Housing Amendments Act (FHAA)

§ 12.3.1 The Owner acknowledges that the requirements of the ADA or FHAA, if applicable, will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his or her reasonable professional efforts to interpret applicable ADA or FHAA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's project will comply with interpretations of ADA or FHAA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

§12.4 Prior to commencement of any work, the Architect shall submit valid ACORD Certificates of Insurance which are in substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies and including Owner (and Owner's partners and their affiliates, if requested) as Primary/Non-Contributory Additional Insureds on the Commercial General Liability Insurance, with a per project aggregate. Notwithstanding the foregoing, Architect shall maintain Professional Liability coverage for seventy-two (72) months after Substantial Completion of the Project.

§12.5 Non-Discrimination Clause. The Architect shall not discriminate against any employee or applicant for employment due to race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Architect shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices as provided by Owner setting forth the provisions of this nondiscrimination clause. The Architect, by executing this Agreement, is affirming that the Architect complies with all applicable federal, state, and local non-discrimination laws. Any violation of the mandatory requirements of the provisions of this Section 2.7 shall be a material breach of Agreement for which the Architect may be subject to damages and sanctions provided for by the Agreement and by applicable law.

§12.6 Efforts to Use Women and Minority Enterprises. Owner encourages the use of Women and Minority Business Enterprises ("WMBEs") as subconsultants and women and minority employees in all Owner contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule and requirements modifications that are likely to assist small or WMBE businesses to complete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach. The Architect shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses. The Architect shall not create barriers to open and fair opportunities for WMBEs to participate in an Owner contract and to obtain or complete for contracts and subcontracts as sources of supplies, equipment, construction and services. Any violation of the mandatory requirement of the provisions of this Section 2.8 shall be a material breach of this Agreement for which the Architect may be subject to damages and sanctions provided for by the Agreement and applicable law.

## §12.6 Other Legal Requirements

12.6.1 General Requirement: The Architect, at no expense to Owner, shall comply with all applicable laws of the United States, the State of Washington and local laws, rules and regulations; rules, regulations and requirements of Owner; and rules, regulations, orders, and directives of the officers thereof.

12.6.2 Licenses and Similar Authorizations: The Architect, at no expense to Owner, shall secure and maintain in full force and effect, during the term of this Agreement, all required licenses, permits, regulatory approvals and similar legal authorizations in order to perform the Work and to comply with the terms and provisions of this Agreement, and comply with all requirements thereof.

12.6.3 Use of Recycled Content Paper: The Architect shall use, whenever practicable, recycled content paper on all documents submitted to Owner.

12.6.4 Record-Keeping: The Architect shall maintain (electronic format is acceptable), for at least six (6) years after the expiration or termination of this Agreement, relevant records and information necessary to document all Architect solicitations to subconsultants and suppliers, all sub-Architect and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. Owner shall have the right to inspect and copy such records.

12.6.5 Conflict of Interest. The Architect confirms that the Architect does not have a business interest or a close family relationship with any officer or employee of Owner who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Architect’s performance. As used in this section, the term “Architect” shall include any employee of the Architect who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term “close family relations” refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, sibling, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of an Owner officer or employee.

12.6.6 Audit. Upon request, the Architect shall permit Owner, its agents and any other governmental agency involved in the funding of the Work (“Agency”), to inspect and audit during Architect’s normal business hours pertinent books and records of the Architect, subconsultant, or other person or entity that performed work in connection with or related to the Work, as deemed necessary by Owner or Agency for a period of up to six (6) years after final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County Washington or such other reasonable location as Owner or Agency select. The Architect shall permit Owner and/or Agency to make a copy of pertinent books and records and any portion thereof. Architect shall ensure that such inspection, audit and copying right of Owner and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform Work or supply materials under this Agreement.

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

**OWNER:**

**ARCHITECT:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Exhibit A

### Scope of Work

King County Housing Authority will lead the Project and the selected firm will work under the direction of KCHA throughout the design process and construction. Work on the Project will start as soon as the Architect Agreement is executed. A short-list of subconsultants to the architect will be determined after the architect is selected with selected subconsultants subject to KCHA approval. The selected architect must be able to commit key personnel and all necessary sub consultants to the Project upon selection and execution of the Architect Agreement.

KCHA hopes to select a qualified GC during the schematic design phase through an RFP process. The GC will participate in an integrated and team-oriented design process throughout the remainder of the design phases. The intent is that the MEPF scopes of work will be design build, based on design drawings and performance criteria produced by the architect's design subconsultants.

#### Pre-Design

Pre-Design services include a review of the existing code to determine the development capacity of the site, assuming two approximately equally-sized buildings divided by an east-west mid-block crossing. The work will determine the maximum number of units that can be reasonably developed on the site assuming typical market-rate unit sizes for the market rate building and more efficiently designed units for The Trailhead. The Pre-Design services will conclude after a development option has been selected.

#### Design / Construction

The design and construction services for The Trailhead are outlined in the AIA B101 Agreement and Standard KCHA Addendum which are included as a part of this solicitation.

## Exhibit B

### Insurance Requirements

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Architect, its employees, subconsultants, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the Consultant. By requiring the insurance below, Owner makes no statement or representation that such coverages and limits are independently adequate for the Architect's business operations. Architect is encouraged to contact their insurance representative to establish such adequacy.

#### Minimum Scope of Insurance

Shall be at least as broad as:

1. Insurance Services Office (ISO) covering: Commercial General Liability (CGL).
2. Insurance Services Office (ISO) covering: Automobile Liability, symbol 1 (any auto).
3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Washington Stop Gap.
4. Professional Liability (Errors and Omissions).

#### Minimum Coverage:

Shall be at least as broad as:

- |   |  |
|---|--|
| 1. General Liability (CGL):                       | <b>\$ 1,000,000.00</b> per occurrence for bodily injury, personal injury, property damage, and products/completed operations with a <b>\$2,000,000</b> aggregate limit |
| 2. Automobile Liability:                          | <b>\$ 1,000,000.00</b> per accident for bodily injury/property damage.   |
| 3. Washington Stop Gap:                           | <b>\$ 1,000,000.00</b> per accident for bodily injury, sickness, or disease.   |
| 4. Professional Liability (Errors and Omissions): | <b>\$ 1,000,000.00</b> per claim, <b>\$ 2,000,000.00</b> aggregate.  |

#### Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees, agents, partners, and volunteers; or the Architect shall provide a financial guarantee satisfactory to Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions:**

1. The CGL policy shall contain, or be endorse to contain, a provision naming Owner, its officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the Architect.
2. The Architect's insurance coverage shall be primary insurance as respects Owner, its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by Owner, its officers, officials, employees, agents, partners, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days (ten days (10) for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to Owner.
4. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Agreement.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII. Consultants must provide written verification of their insurer's rating.
6. Verification of Coverage: The Consultant shall furnish Owner with original certificates and amendatory endorsements effecting coverage required by this Agreement. All policies, certificates and endorsements are to be received and approved by Owner before Architect commences Work or delivery of products or services. Owner reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
7. Subconsultants: Any subconsultant shall include Architect as Additional Insured under its policies. Architect shall be responsible for subconsultant complying with such requirement, and failure to confirm compliance shall constitute breach of this Agreement by the Architect. All coverage for subconsultants shall be subject to all of the requirements stated herein.

**Claims Made Policies:** In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time Work under this Agreement is completed.

**Exhibit C  
Hourly Rates**