

**BUILDING AND RENOVATION COMMISSION
DIOCESE OF CHARLESTON**

**DIRECTIVES TO BE FOLLOWED IN
SELECTING AN ARCHITECT**

The initial step to selecting an architect should be a parish self-evaluation. Understanding the mission statement of your particular community and why it actually exists is an important tool in building for the future. Once the purpose of a building program is understood and the financial ability is evaluated, the selection process can be more effective. In this way your parish can communicate its needs, resources, expectations, and schedule to an architect during the interview process.

The selection process for the parish may vary, but generally at least three firms should be interviewed. An exception might arise if the parish or pastor has had a good relationship with a firm from previous work. Potentially suitable firms may be found by contacting owners who have developed similar facilities for information. Make inquiries about the design of buildings and projects you admire or which seem appropriate to your needs. Successful past experience is helpful in the process of qualifying a professional, but it should not necessarily limit consideration of those who have not had experience with the design of your particular need. Architects are educated and trained in problem solving. Your awareness of building needs and clear communication of those needs to an architect are the first steps in a successful solution.

Explore sound, lighting, and liturgical consultants/relationships.

The American Institute of Architects (AIA) has published a brochure entitled *You and Your Architect*, which offers advice on Getting Started, Selecting the Architect, Identifying the Services You Need, Negotiating the Agreement, Compensating Your Architect, and Keeping the Project on Track. This brochure is highly recommended for reading.

THE CONTRACT

The Bishop of the Diocese of Charleston is the only party with whom a contract of this scope can be executed. Once permission is given to engage an architect by the Bishop, the contracts must be submitted to the Chairman of the Diocesan Building and Renovation Commission for review. When approved, the contracts will be given to the Bishop for his approval and signature. No other individual in the Diocese can enter into legal contract for architectural services.

The AIA document B141, "Standard Form of Agreement Between Owner and Architect" is the form of contract generally used by the Diocese of Charleston. The AIA documents present a current consensus among organizations representing lawyers, contractors and engineers and require an initial payment (11.1). However, others will request this "retainer" for initial expenses and costs. The architect and the church should understand and clarify in this section

how the presentations to the church community and the Building and Renovation Commission will be made. If the contract price includes trip(s) to Charleston or to meet with various consultants, it should be described. Be aware of the section entitled “Terms and Conditions of Agreement between Owner and Architect.” Many specific responsibilities are herein described and defined. Amendments to this section may be desired.

Section 11.2.1 describes the basis of compensation to the architect. Here the total projected fee should be illustrated, i.e.,

“The total fixed fee of \$xxxxxx.xx”

or

“Based on the construction budget of \$xxxxxxx,
the architectural and engineering cost shall be
\$xxxxxxx.

(\$ budget x architects %)

Section 11.2.2 allows for an illustration of progress payments to the architect for each separate phase based on the percentage of the total fee. (See also Article 12 of Terms and Conditions) A normal percentage breakdown follows:

Schematic Design Phase	-	15%
Design Development Phase	-	20%
Construction Documents Phase	-	40%
Bidding or Negotiation Phase	-	05%
Construction Phase	-	20%

The sum of these percentages equals the amount in Section 11.2.1. (Pay particular attention to the termination agreement. Limit compensation to work done and expenses.)

Article 12 of the contract is a section of the Standard Form in which “Other Conditions or Services” may be described. This is where specific expectations and terms should be described. An example is attached which illustrates areas in which clarifications were either necessary or helpful.

The budget should be clearly disclosed to the architect before the contracts are signed. It is required that the building be designed to meet the constraints of the budget. In this situation a section should be added to Article 12 in which the architect agrees to work with the parish and bidders to bring the project within 10% of the stated design construction budget if the bids are in excess of 110% of that budget at no additional charge. (See example 12.4.2)

Clarifications should also be made to qualify the cost figure which represents the design construction budget and cost. Carpet, furnishings, sound systems, lighting, landscaping, etc. are often separated from the contract to exclude the profit and overhead in the contract or to defer costs. The intent should be clearly described in the contract to eliminate possible misunderstandings with either party.

**ARTICLE 12 – Other Conditions and Services that may be helpful in
Developing your own Contract**

- 12.1 General. The following provisions provide specific information or requirements of the project and are intended to supplement the standard agreement. If there are any conflicts or inconsistencies between these provisions and the language of the standard agreement the provisions that follow will govern.
- 12.2 Design Criteria. The following documents will form the baseline from which the project will be designed:
- 12.2.1 A call to Build – First presentation to the Architect
 - 12.2.2 The Bishop of Charleston’s – Draft Guidelines for the Building and Renovation of church Edifices
 - 12.2.3 Local Ordinances and Codes
 - 12.2.4 Southern Building Code
- 12.3 Project Scope. The scope of the project as envisioned by the Verbalization Committee is described in the Verbalization Committee Report. The church shall be a semicircular, fan shaped design that easily seats 750 people. The current estimate of the total building size is 16,000 s.f.
- 12.4 Design Phase. The project will provide services for the following phases as described and defined in the standard agreement.
- 12.4.1 Schematic Design Phase. The Architect will conduct a master plan study of the site to determine the best long-term use of the property based on the parish’s estimated growth and expansion of programs. Square footage requirements for the church building are contained in the Verbalization Report; however, the Architect will review these requirements and develop updated requirements tabulation. The programmed budget for construction is \$1,200,000.00.

The programmed budget amount is the dollar limit for a construction contract award and excludes the following items:

- a) The architect’s fee
- b) Church furnishings including pews, altar furniture, and other furnishings not built in.
- c) The public address system and organ.
- d) Any construction administration costs outside the architect’s contract and the general construction contract.
- e) Construction contingency at final design.

If the estimated construction cost exceeds the programmed budget, the design process will not proceed until either the schematic design is revised to meet the budget, the decision is made by the Building Committee to revise the budget, or some combination of both.

- 12.4.2 Design Development Phase. Although the Architect will not guarantee that the project will be built within the budgeted amount, he will be responsible for redesign or revisions that will bring the project cost estimate within the budget at this phase or after. The Architect will identify and set up additive bid items at no additional cost if directed by the Owner as a means of keeping the project within budget.
- 12.4.3 Construction Documents Phase. The construction documents will avoid calling for proprietary products as much as possible. Generic or “or equal” specifications are Preferred.
- 12.4.4 Bidding or Negotiation Phase. The contract will be offered only to prequalified bidders determined mutually between the Owner and the Architect.
- 12.4.5 Construction Phase.
- 12.4.6 Contingent Additional Services and Optional Additional Services are not a part of the contract unless they are added by the Owner during the course of the project.

- 12.5 Design Services. The following is a breakdown of responsibilities for the applicable design disciplines.
 - 12.5.1 Sitework. Architect totally responsible for site development including but not limited to grading, parking lots, sidewalks, landscaping, site lighting, and appurtenances. The architect will also design features for drainage and erosion control during construction.
 - 12.5.2 Utilities. Architect is responsible for extending existing utilities to the new church building. Architect will handle all coordination with local utility suppliers and comply with all their requirements. The Architect will obtain all permits required for utilities.
 - 12.5.3 Topographic Surveying. The Owner is responsible for providing a complete topographic survey. The Architect will assist the Owner in developing the required scope of work and scheduling of the survey.
 - 12.5.4 Subsurface Investigations and Foundation Analysis. The Owner is responsible for providing the subsurface investigations and the foundation analysis. The architect will assist the Owner in developing the required scope of work and scheduling of the investigations.
 - 12.5.5 Architectural Design. Architects total responsibility.
 - 12.5.6 Structural Design. Architects total responsibility.
 - 12.5.7 Mechanical Design. Architects total responsibility.
 - 12.5.8 Electrical Design. Architects total responsibility.
 - 12.5.9 Fire Protection Design. Architects total responsibility.
 - 12.5.10 Interior Design. The Architect will be directly responsible for the interior design of the building itself. The Architect will work closely with the Church Building Committee in determining the design theme. The Owner will be responsible for design and selection of interior furnishings, however, the Architect will coordinate with the Owner to assure that the building design and the furnishings are coordinated and compatible.

- 12.5.11 Acoustical Design. Architects total responsibility.
- 12.5.12 Sound System. Owners' responsibility. The Architect will coordinate with the Owner to provide the electrical and architectural interface with the sound system.
- 12.6 A Design Schedule may be developed as follows:
- | | |
|------------------------------|----------|
| Schematic Design Phase | 60 days |
| Review Schematic Design | 15 days |
| Design Development Phase | 45 days |
| Review Design Development | 15 days |
| Construction Documents Phase | 120 days |
- 12.7 Meetings. The Architect should anticipate ten meetings with the Building Committee through the construction documents phase. These meetings will normally be held in the evenings or on weekends.
- 12.8 Authorized representatives. Both the Owner and the Architect will designate an authorized representative who will act on behalf of each party. The Architect's representative will be the principal designated for the project. That principal will attend all meetings with the Building Committee.
- 12.9 Additional Work. If during the course of meetings, reviews, or other communications the Architect receives direction, guidance, or requests for work that the Architect considers to be beyond the scope of the contract and for which the Architect will seek additional compensation, the Architect shall advise the church's authorized representative in writing before proceeding with the additional work.
- 12.10 The following will be included as part of Basic Services:
- Article 3.4.1 – Providing analysis of Owner's needs and programming the requirements of the project.
 - Article 3.4.3 – Change to read – Providing planning survey, site evaluations of existing site.
- 12.11 Reimbursable Expense:
- 10.2.1 – (Delete) Expense of transportation in connection with the project: long distance communications (these items are included as part of Basic Services.

10.2.1.4 – Expense of renderings produced by the Architect and a model will be included as part of Basic Services, artist rendering if provided will be considered reimbursable expense.

10.2.1.6 - (Delete this section).

12.12 Fixed Fee: The total fee of \$77,000.00 is a fixed fee based on Article 12.3 Project Scope. The fee will be the same whether the construction cost runs one million dollars or up to one million five hundred thousand dollars.

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I. Preliminary Search for Bidders:

- A. Architect as source
- B. Newspaper Article
- C. Yellow Pages
- D. Dodge Bulletin
- E. Building Committee Members

II. Obtain following information from prospective bidders:

- A. Bondability and financial strength
Bid bond (5% of Bid) – (church collects from Insurance company if contractor doesn't complete job.)
- B. How close to their limit are they? (Their answer will determine their workload.)
- C. Do contractors know anyone on Building Committee? (This could suggest conflict or influence.)
- D. What recent completed project indicates that contractor would be good bidder for this job?
- E. List all projects (over a certain dollar amount) completed over a three-year period with names of contacts and phone numbers
- F. Completed AIA (American Institute of Architects) qualification statement.

III. Select Bidder (Narrowing to short list):

- A. Assign Building Committee members to research bidders. If bidder is known by a member, he/she should not research them.
- B. Information to be obtained from former clients of prospective bidders:
(Refer to IIE)

- (1) Have contractors dealt with architect before?
- (2) Was job completed on time?
- (3) Did contractor stay within budget?
- (4) What was the quality of workmanship of the subcontractors and their employees? (Obtain a list of subcontractors' prices.)
- (5) Were many change orders necessary (increasing cost of job)?
- (6) Look for a pattern of problems that would disqualify a contractor from being a bidder.
- (7) Punch List: (How long did it take to complete job 100%)?
- (8) How is building holding up after two years?
- (9) Is your building dry and waterproof? (This determines supervisory capability of handling various trades.)
- (10) It is a positive if contractor has built a church of similar size. It is not a negative if he has not.
- (11) Ask for private opening of bids. (We would not have to be tied to lowest bidder. This will give church flexibility as to whom they want.)
- (12) Financial capacity to handle the project and financial references (banks, suppliers, subcontractors.)

From this information, select five bidders and two alternates.

The following would be helpful for pastors signing contracts with contractors:

1. Contracts larger than \$50,000 – the contractor must be bonded or letter of credit, etc.
2. On all contracts verify that the contractor has:
 - a. Workers compensation for his people and that the sub-contractors are also covered.
 - b. Liability insurance for a minimum of \$1,000,000
 - c. Builders risk insurance – this covers any damage during construction.