

RESOLUTION NO. 2022-02108

City Clerk Office Use Only:

Publication Date (if applicable): _____

Agenda Date: 3/15/2022

Department: Mayor's Office

Submitter: Troy Anderson

CITY OF OMAHA
LEGISLATIVE CHAMBER
Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, architectural and engineering services are needed for the design of tenant improvements at both the Downtown Branch Library and Library Central Distribution Facility; and,

WHEREAS, in accordance with Omaha Municipal Code, Section 10-187, HDR Architecture, Inc., was selected to provide architectural and engineering services, as delineated in the attached Agreement between Owner and Architect; and,

WHEREAS, HDR Architecture, Inc., has agreed to perform these services for a fee of \$494,613.76, to be paid from the General Fund 11111, Library Facilities Capital Organization 131593, year 2022 funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the Agreement with HDR Architecture, Inc., to provide architectural and engineering services for the design of tenant improvements at both the Downtown Branch Library and Library Central Distribution Facility, is hereby approved.

BE IT FURTHER RESOLVED:

THAT, the Finance Department is authorized to pay a fee of \$494,613.76, from the General Fund 11111, Library Facilities Capital Organization 131593, year 2022 funding.

APPROVED AS TO FORM

[Signature] 3/11/2022
Asst. CITY ATTORNEY DATE

Adopted: MAR 15 2022 6-10

Attest: [Signature]
City Clerk

Approved: [Signature]
Mayor

AIA® DOCUMENT B103™ - 2007
Standard Form of Agreement Between Owner and Architect

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AGREEMENT made as of the 11th day of March in the year 2022.
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Omaha, Nebraska
1819 Farnam ST, STE 300
Omaha, NE 68183

and the Architect:
(Name, address and other information)

HDR Architecture, Inc.
1917 S 67 ST
Omaha, NE 68106

for the following Project:
(Name, location, and detailed description)

Omaha Public Relocation
W. Dale Clark Library
215 S 15 ST
Omaha, NE 68102

Including work at these locations:

Downtown Branch Library
1401 Jones ST
Omaha, NE 68102

Library Central Distribution Facility
3020 S 84 ST
Omaha, NE 68124

The Owner and Architect agree as follows.

Provide architectural and engineering services for the design of tenant improvements, to include structure, mechanical, and electrical design as necessary for a code-compliant structure ready for occupancy, at both the Downtown Branch Library and Library Central Distribution Facility.

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ARTICLE 1 INITIAL INFORMATION

1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

For the Owner's program, refer to the Request for Proposals Architectural Services for Omaha Public Library Relocation (issued 2/2/22) provided by Omaha Public Library Staff and as included here:

Fourth Floor:

Square Footage of 4th Floor: 26,780

Administrative offices 5050 square feet: 18 staff, includes finance, HR, strategy / stats, facilities, senior admin, borrower services, and fifteen four drawer filing cabinets of materials related to OPL collections and history.

Special Collections: Over the years, many unique items have been donated to the library.

A proper storage for these special collections (defined as items other books or other standard library materials, with unique sizes and content) with climate controls, adjustable shelving, and an areas for the public to access them would be incredibly helpful. We're also currently storing materials for the Great Plains Black History Museum. This area should be larger than our current space and have room to grow.

SRP staging / storage of prizes/OPL Shops: 1 staff works in the 5,760 square foot space.

This area is the centralized location for supplies that get distributed out to the branches. It also houses summer books, DVDs, and YA materials for all the branches—approximately 5000 items.

Virtual Programming Space: an area with lighting and recording equipment that can be used for events for all ages.

Marketing: 7 staff in the space of 1,936 square feet

Staff Meeting Spaces: 2 - 3 spaces are needed

Staff Break Room

IT staff and equipment: 3 staff and space for two racks for switches, fiber, firewall, and WiFi controllers, physical servers, storage, domain controllers, security cameras, and backups.

Foundation Offices: space for two staff and sufficient storage space.

Third Floor:

Square Footage of 3rd Floor: 24,880

Collections: Approximately 70,000 items, which includes 15,000 microfilm reels and 26,000 genealogy/local history collections

Microfilm

Genealogy - will grow over time and needs to be accessible to the public

NE Reference

Directories

Bound Magazines

Map cabinets

Historic Vital Records

Digitization Scanners

Second Floor:

Square Footage of 2nd Floor: 23,250

Collections: Approximately 61,000 items, including reference

Government Documents - slightly less than 500,000 items

Reference Collection (primarily local historical materials)

Main Level:

Square Footage of 1st Floor: 23,790

Collections: Approximately 26,000 items shelved here

Outgoing Mail/Circulation prepping area: 968 square feet.

Server Space for system: approximately 638 square feet and must include separate power circuits, space for backup battery system, hookup to a building generator, and separate HVAC from the building's system.

Lower Level:

Square Footage of Lower Level: 23,790

Collection Processing & Development: 4840 square foot space with 14 staff, ordering and processing between 100,000 - 150,000 items a year.

Supplies:

Outreach Team: 1782 square foot space with 3 staff who work with OPS' After School Program to deliver book clubs to area schools and organizations.

Dock and area for forklift: Both essential for business (2 - 4 deliveries a day)
Mail Room

DATA ABOUT MAIN LIBRARY:

- Total Square Footage for building: 122,490
- Number of staff who directly serve the public--26 staff (full and part time)
- Number of staff that support public service--40 staff (full and part time)

2019 data from stats sheets:

- Main Library has approximately 297,732 total visits to the branch in pre-COVID year
- Main Library circulates a total of 112,267 items: Adult materials-78,101; Teen materials-6,581; Children's materials—27,585

For information regarding the property located at 1401 Jones Street, contact:

Jay Kline
Vice President of Business Development
White Lotus Group
10404 Essex Ct., STE 101
Omaha, NE 68114
Work: 402-408-0005
Email: jkline@whitelotusgroup.com

For information regarding the property located at 3020 South 84th Street, contact:

Trenton Magid
Executive Vice President
NAI NP Dodge
12915 W. Dodge Rd.
Omaha, NE 68154
Work: 402-255-6076
Mobile: 402-510-5263
Email: trentonmagid@npdodge.com

1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Project includes 30,000 SF of tenant improvements in a modified historical building to include appropriate spaces for a branch library and 90,000 SF tenant improvements to existing retail space to accommodate central collection storage, special collections, administrative offices, and a genealogy center for the public.

1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Construction Budget is estimated at:

1401 Jones ST (\$TBD)

3020 S 84 ST (\$TBD)

Furniture Design (\$TBD)

1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

1401 JONES ST

SD/DD Package Complete

4/11/2022

CD Package Complete

6/20/2022

3020 S 84 ST

SD/DD Package Complete

4/11/2022

CD Package Complete

6/20/2022

Construction Administration

Through 2/28/2022

.2 Commencement of construction

5/1/2022

.3 Substantial Completion date or milestone dates

2/28/2022

.4 Other: **NONE**

1.1.5 The Owner intends the following procurement or delivery method for the Project:

(Identify method such as competitive bid, negotiated contract or construction management.)

The General Contractor(s) for each location will be selected on a competitive fee and general conditions basis and evaluated on experience and ability to comply with project budget and schedule requirements. The Contractual arrangement will be Cost Plus Fixed Fee. Owner will negotiate a Guaranteed Maximum Price (GMP) with the General Contractor and the work will be performed on a Cost Plus a Fixed Fee basis not to exceed the GMP.

1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Design Deliverable Sets anticipated include:

SD/DD PKG & PRICING CHECK SET (1401 JONES ST)

SD/DD PKG & PRICING CHECK SET (3020 S 84 ST)

CD PKG (1401 JONES ST)

CD PKG (3020 S 84 ST)

1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

The following documents are among those which have been provided to inform the Architect of the existing site conditions:

- **Current Core & Shell Construction Documents (1401 JONES ST)**
- **Latest Renovation Construction Set (3020 S 84 ST)**

1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Name: **Tarna Kidder**

Address: **2285 S 67 ST, STE 250**

City, State: **Omaha, NE 68106**

Phone: **402-496-1616**

Email: **tarna@noddlecompanies.com**

1.1.9 The persons or entities, in addition to the Owner's representative, who are authorized to review and comment on the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Name: Troy Anderson, City of Omaha Mayor's Office
Address: 1819 Farnam ST, STE 300
City, State: Omaha, NE 68183
Phone: 402-444-1614
Email: **troy.anderson@cityofomaha.org**

Name: Laura Marlane, Omaha Public Library Executive Director
Address: 215 S 15 ST
City, State: Omaha, NE 68102
Phone: 402-444-4800
Email: **lmarlane@omahalibrary.org**

1.1.10 The Owner will retain the following consultants and contractors:
(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)

.1 Cost Consultant: NONE

Name:
Address:
City, State:
Phone:
Email:

.2 Scheduling Consultant: NONE

Name:
Address:
City, State:
Phone:
Email:

.3 Geotechnical Engineer: NONE

Name:
Address:
City, State:
Phone:
Email:

.4 Construction Manager: TBD

Name:
Address:
City, State:
Phone:
Email:

.5 Special Inspections: TBD (IF REQUIRED)

Name:
Address:
City, State:
Phone:
Email:

.6 Other, if any:

Name: _____
Address: _____
City, State: _____

Phone: _____
Email: _____

1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Name: **John Dineen**
Address: **1917 S 67 Street**
City, State: **Omaha, NE 68106**
Phone: **402-399-1000**
Email: **john.dineen@hdrinc.com**

1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, address and other information.)

1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer: **HDR Architecture, Inc.**

Name: **James Wingert**
Address: **1917 S 67 Street**
City, State: **Omaha, NE 68106**
Phone: **402-399-1000**
Email: **james.wingert@hdrinc.com**

.2 Civil Engineer: **NONE**

Name:
Address:
City, State:
Phone:
Email:

.3 Mechanical Engineer: **HDR Architecture, Inc.**

Name: **Don Foster**
Address: **1917 S 67 Street**
City, State: **Omaha, NE 68106**
Phone: **402-399-1000**
Email: **don.foster@hdrinc.com**

.4 Electrical Engineer: **HDR Architecture, Inc.**

Name: **Andy Wilson**
Address: **1917 S 67 Street**
City, State: **Omaha, NE 68106**
Phone: **402-399-1000**
Email: **andy.wilson@hdrinc.com**

.5 Commissioning Engineer: **TBD (IF NEEDED)**

Name:
Address:
City, State:
Phone:
Email:

.6 Tenant Improvement Architect:

(List any other consultants retained by the Architect under Basic Services.)

Name:
Address:
City, State:

Phone:
Email:

1.1.12.2 The Architect will provide the following services internally:

- .1 **Architecture**
- .2 **Structural**
- .3 **Mechanical**
- .4 **Electrical**
- .5 **Code Compliance**
- .6 **Life Safety Wayfinding**
- .7 **Construction Contract Administration**
- .8 --

1.1.12.3 Consultants retained under Additional Services: **Margaret Sullivan Studio**

Name: Margaret Sullivan
Address: 307 7 AV
City, State: New York, NY 10001
Phone: 646-687-7923
Email: **margaret@margaretsullivanllc.com**

1.1.13 Other Initial Information on which the Agreement is based: **NONE**

1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.1.1 The architectural and engineering services, whether provided directly or through subconsultants, shall be performed by or under the supervision of architects and engineers licensed in the State where the Project is located.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects with similar experience in commercial developments of similar complexity as the Project practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Neither review nor approval of the work product of the Architect by Owner, Construction Manager, or any others, shall relieve Architect from the foregoing duties of Architect.

2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's personnel expected to work on the Project are listed in Exhibit C attached hereto. The Architect's designated representative may authorize other employees of the Architect, approved by the Owner, to act on the Architect's behalf with respect to the Project. Such personnel shall devote their time to the Project as may be reasonably necessary or appropriate. The Architect will not remove personnel identified in Exhibit C without the prior written approval of Owner, which shall not be unreasonably withheld, so long as they are employed by Architect. Architect shall also furnish the services of such other of its personnel as reasonably necessary or appropriate to properly perform hereunder.

2.4 Except with the Owner's knowledge and consent, 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.

2.5 The Architect shall, at its sole cost and expense, maintain the insurance specified in this Section for the duration of this Agreement and for a period of at least three years after the date of Substantial Completion or earlier termination of this Agreement. Such insurance shall be placed with insurers that have an A.M. Best rating of A- (minus) and a Financial Size Category of Class VII, or better, and are licensed to do business in the State of Nebraska. The Architect shall be solely responsible for payment of all insurance premiums.

2.5.1 General Liability.

The Architect shall maintain Commercial General Liability insurance to cover claims that may arise from operations under this Agreement, whether such operations are by the Architect, a consultant, or anyone directly or indirectly employed under this Agreement. Unless otherwise specified, such insurance minimum amounts shall be as follows:

\$1,000,000	per occurrence
\$3,000,000	annual aggregate applying per project or location
\$3,000,000	annual aggregate applying to Products/Completed Operations
\$50,000	fire damage (any one fire)
\$5,000	medical expense (any one person)

The following coverage shall be included in such insurance:

- Premises and Operations Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Products and Completed Operations Liability
- Contractual Liability
- Pollution Exclusion with standard exception
- Commercial General Liability coverage
- Independent Contractors (let or sublet work)
- Waiver of Subrogation in favor of the Owner

2.5.2 Automobile Liability. The Architect shall maintain Business Automobile Liability coverage for liability arising out of the operations, use or maintenance of all owned, non-owned and rented vehicles. Unless otherwise specified, the insurance minimum amounts shall be as follows:

\$2,000,000 per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages shall be included in such insurance:

- Owned, hired and non-owned
- Waiver of Subrogation in favor of the Owner.

2.5.3 Umbrella Liability. The Architect may use an umbrella or excess liability policy to supplement or provide any of the insurance policy limits required by this Agreement. The umbrella or excess liability policy shall be follow-form of the required coverage or provide, at a minimum, the coverage available on the required insurance policies.

2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than two hundred fifty thousand dollars (\$ 250,000).

- 2.5.5 Professional Liability. The Architect shall maintain professional liability insurance covering negligent acts, errors or omissions arising out of performance of, or the failure to perform, any services included in this Agreement. Additionally, the Architect shall require its consultants and their sub-consultants, if any, to maintain applicable professional liability insurance. Unless otherwise specified, the minimum amounts for such insurance shall be as follows:

Minimum limit of liability of \$5,000,000 per claim
\$5,000,000 annual aggregate.

Any deductible will be the sole responsibility of the Architect and may not exceed \$50,000 without the written approval of the Owner. If the Architect desires authority from the Owner to have a deductible in a higher amount, the Architect shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting their most current audited financial statements, so that the Owner can ascertain the ability of the Architect to cover the deductible from the Architect's own resources.

If the professional liability coverage is cancelled, replaced with a policy with different terms and conditions (e.g., retroactive date) or non-renewed by either the insured or the insurer, then extended reporting period coverage (or equivalent) must be purchased.

- 2.5.5.1 Valuable Papers. The Architect shall maintain valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints and other printed and electronic documents on an all-risk basis in an amount sufficient to cover the cost of the research, recreation or reconstruction of valuable papers or records related to the Project.

2.5.6 Additional Insurance Conditions.

- .1 The policies of insurance to be maintained by the Architect shall be the primary and non-contributory to any other valid and collectible insurance available to Owner with respect to any claim arising out of this Agreement.
- .2 The requirements contained in this Section 2.5 establish minimum insurance requirements. It is the sole responsibility of the Architect to determine the need for and to procure additional insurance that may be needed in connection with this Agreement.
- .3 Certificates of Insurance acceptable to the Owner shall be submitted prior to commencement of the work under this Agreement, and from time to time thereafter, upon written request of the Owner, for as long as such insurance is required to be maintained under this Agreement. Such certificates and the insurance policies shall contain a provision that coverage afforded under these policies shall not be cancelled, without at least thirty (30) days advanced written notice to the Owner.
- .4 If the Architect receives a cancellation notice from an insurance carrier affording coverage herein, the Architect agrees to notify the Owner within five (5) business days with a copy of the cancellation notice, unless the Architect's policy(ies) contains a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the Owner.
- .5 Architect shall provide to the Owner certificates of insurance, and the required copy of the endorsements as evidence of compliance with the requirements of this section.
- .6 Each such insurance policy, except for the professional liability policy and the worker's compensation policy, shall name the Owner and its officers and employees as "additional insureds", but only with respect to claims arising out of the Architect's negligence or for the negligence of those for whom the Architect is responsible.

- 2.5.7 Waivers of Subrogation. To the extent that loss or damage to property, materials, supplies or equipment is covered by insurance pursuant to the provisions of the General Construction Contract Conditions, the Architect and the Architect's consultants and sub-consultants of all tiers, and the Owner and the Owner's consultants of all tiers waive all rights against each other and against the Construction Manager, and the Construction Manager's subcontractors of all tiers for loss or damage to said property, materials, supplies and equipment.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- 3.1 The Architect's Basic Services consist of those described in Article 3 and designated as Basic Services in Exhibit A and include usual and customary structural, mechanical, and electrical engineering services. Architect agrees to provide the professional services and perform the undertakings described in this Agreement, including the design and engineering services, other than those typically performed by subcontractors and suppliers with respect to the products or services which they supply, which are necessary to commence and complete construction of the Project, unless expressly excluded herein. Note that Exhibit A may modify services set forth in Article 3. Services not set forth in this Article 3 or not designated in Exhibit A as Basic Services are Additional Services.
- 3.1.1 The Architect shall manage the Architect's services, administer the Project, consult with the Owner, research applicable design criteria, and work with Architect's Consultants, the Construction Manager and Owner's representative(s) (the Project "Team") as part of a facilitated design and construction effort. The Project Team will work together throughout each phase of the Project to endeavor to maximize the benefit of their collective expertise in furtherance of the Owner's Program. This undertaking includes attendance at such Project meetings as established by the Architect's Schedule and the Project Manual. The Architect shall consider the Owner's request for additional Project meetings beyond those established by the Architect's Schedule or the Project Manual provided such requests are reasonable. Architect will also communicate with members of the Project Team, issue progress reports to the Owner, and general coordinate and cooperate with the Owner's Representative and the Owner in all matters affecting the Project.
- 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services ("Architect's Schedule") for inclusion in the Project schedule. The Architect's Schedule shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, scheduled Project meeting and site visit dates, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project. Time limits established by Architect's Schedule shall not be exceeded by the Architect except for reasonable cause accepted by Owner whose acceptance will not be unreasonably withheld.
- 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Owner and Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.
- 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.
- 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

- 3.1.7 The Architect shall, at appropriate times, contact the Authorities required to approve the Construction Documents and the entities providing utility services to the Project. As may be necessary, the Architect shall make itself available to meet with such Authorities or entities providing utility services to the Project. In designing the Project, the Architect shall respond to and comply with applicable design requirements imposed by such Authorities and by such entities providing utility services. The Architect will review all Building and Life Safety Code Requirements pertaining to the Project to endeavor to achieve compliance prior to beginning Construction Document Phase. The Architect will document any agreements or interpretations discussed with the local Authorities and endeavor to obtain written acknowledgement from the Authorities Having Jurisdiction. All such documentation will be share with the Owner. Architect shall be entitled to rely upon interpretations by Authorities responsible for interpreting such requirements. Architect's responsibility with respect to compliance shall be limited to the requirements in effect as of the date of issuance of each building permit for the construction of the applicable portion of the Project.
- 3.1.7.1 The Architect will produce drawings and specifications in accordance with applicable building codes and ordinances based, in part, on meetings with local Authorities. However, it is understood and agreed that certain issues of code compliance are subject to subjective or discretionary interpretation or application by code enforcement agencies or officials. The Architect will exercise reasonable professional efforts to obtain compliance with applicable codes affecting its drawings and specifications, but shall have no responsibility or liability for adverse code interpretations, rulings or determinations which occur during initial consultations or during the document submittal process, where they are subject to discretionary, subjective or unpredictable interpretation, application or review by code enforcement officials or agencies. Architect will take the lead in facilitating with the appropriate parties resolution to potential or actual adverse code interpretations, rulings or determinations. Notwithstanding the foregoing, the Architect shall, as part of the Basic Services, be responsible for (i) producing drawings and specifications which comply with the Americans with Disabilities Act, (ii) revising its drawings and specifications as reasonably necessary in order for Owner to obtain a building permit for the Project and to address any adverse code interpretations, rulings or determinations, and (iii) failure to comply with agreements or interpretations discussed with the local Authorities.
- 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect may include assistance for the following items: developing, documenting and coordinating any phased permitting, being present or making submissions and presentations at hearings, meetings and the like where compliance or approvals are being considered by local Authorities.
- 3.1.9 The Architect's development of the specifications within the Project Manual, along with the Architect's fee for such services, is based on the following understandings:
- .1 The Architect shall use its master specifications, including:
 - (a) technical content for default or typical elements only;
 - (b) format; and
 - (c) processing system unless otherwise defined in Owner's standard General Requirements.
 - .2 In order to obtain the level of quality desired for the Project, or in some cases to obtain specific attributes desired for the Project, certain material or product specifications from only one manufacturer may be acceptable as approved by Owner. However, other manufacturers may be given the opportunity, during the bidding period, to submit information establishing that they meet or exceed the particular requirements, but until satisfactory proof is presented, they will not be approved to bid on the Project.
 - .3 Unless a project-specific file exchange site is provide by the Owner, the Architect shall use, and make available for use, a web based file exchange site, either by "Newforma" or an "FTP site" as mutually agreed upon by the Project Team, for the purpose of supporting, sharing and distributing electronic (PDF) copies Architect's Instruments of Service.
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- 4 The Architect shall use, and make available for use, its web based project collaboration system, Project Tracker, during the Project. This system currently provides the status of Submittals, Architects Supplemental Instructions (ASIs), Change Requests, Change Orders, documentation generated by Consultants, Punchlists, and Closeout Items; a Request for Information (RFI) processing and status module; and a reporting module. If the Owner retains a Construction Manager (CM), Program Manager (PM) or the equivalent that requests the use of another web based system, or if the Owner requests the use of another web based system, the following procedure and conditions shall apply:
- (a) The Architect shall demonstrate the capabilities of Project Tracker. If the CM, PM, equivalent or Owner finds it acceptable, Project Tracker shall be utilized at no additional cost to the Owner.
 - (b) If the CM, PM, equivalent or Owner requires the use of an alternative system, the CM, PM, equivalent or Owner shall be responsible for converting RFIs to an acceptable electronic text format and emailing them to the Architect. The Architect shall respond to such RFIs electronically utilizing email and shall use Project Tracker to track RFIs internally. The CM, PM, equivalent or Owner will be responsible for merging the Architect's electronic responses into its system. This approach will be at no additional cost to the Owner.
 - (c) If the Architect is required to use the CM, PM, equivalent or Owner's system, the Owner agrees to provide all training necessary for the Architect's personnel to achieve proficiency with respect to the alternative system. In addition, the Owner, at its expense, shall provide all copies of software with appropriate licenses, software upgrades and hardware upgrades if and when necessary.
- 3.1.10 The Architect shall promptly forward to the Owner and the Owner's Representative copies of all relevant Project correspondence issued or received by the Architect and/or the Architect's consultants. Architect shall record minutes of Project Design Review meetings as indicated on the Architect's Schedule and other meetings of significance, as may be called by the Architect (or teleconference calls in lieu thereof), and, within five (5) business days thereafter, distribute copies of such minutes to all members of the Project Team and such other persons as Owner may reasonably require.
- 3.1.11 During each design phase, the Architect shall evaluate the Owner's design standards and recommend any variances that should be made thereto or therefrom that the Architect believes will reduce costs, provide higher quality Project without exceeding the Project budget, or otherwise benefit the Owner. The Architect shall further recommend any changes to the Owner's program or preliminary design for the Project that the Architect reasonably expects will reconcile the program, Project budget and Project schedule, or reduce cost to provide a higher quality Project without exceeding the Project budget, or otherwise benefit the Owner subject to provisions 6.5, 6.6 and 6.7 of this Agreement. Architect will participate with other members of the Project Team to analyze such alternatives as may be reasonably necessary as a function of the Design Review meetings established in the Architect's Schedule.
- 3.1.12 Architect represents that it has, or will have, investigated the Location and reviewed the documents provided by the Owner, and is familiar with the work that is or will be required of the Construction Manager in connection with the Project or that is contemplated by the Contract Documents. The Architect shall notify the Owner and the Owner's Representative, in writing, of any other information needed for the Project that not included in or to be provided under this Agreement. Owner is not responsible for identifying what information, survey services or reports are required or needed for the Project.
- 3.1.13 Architect will coordinate all documents with the documents and information prepared by Owner or Owner's consultants, and any known requirements of tenants and other persons that will use or occupy any portion of the Project or will be affected by the Project, as directed by Owner. Documents and information prepared by the Owner or Owner's consultants, and requirements of tenants and other persons that will use or occupy any portion of the Project must be shared with the Architect prior to the completion of design as set forth in Section 3.3 of this Agreement, but not beyond 50% completion milestone of the Design Development Phase.

- 3.1.14 Architect represents, to the best of its knowledge, information and belief, that the materials and systems specified by Architect to be incorporated in the Project will be suitable and compatible for the intended purposes expressed by Owner's Program under Section 1.1.1 of this Agreement. However, Architect shall not be responsible for inaccurate information contained in manufacturer's or material supplier's data, unless Architect knew that such information was not accurate. Architect, in coordination with the other members of the Project Team, shall assist Owner in identifying those particular material or labor items which may require substantial time in ordering or completing and may, in turn, increase the risk of non-adherence to the approved schedule for the Project. Upon completion of the design as set forth in Sections 3.1.13 and 3.3 the Architect will be entitled to an Additional Service for review of alternative materials made after the design is complete.
- 3.1.15 If Owner makes a recommendation to engage a particular consultant, Architect shall consider such recommendation and may then engage the consultant upon mutual agreement to an equitable adjustment to the Architect fee subject to Section 1.1.12. With respect to each contract to be entered into by Architect with an Architect's Consultant, Owner shall have the right to review and approve the contract and the scope of services to be provided thereunder. Architect shall include in each such contract provisions requiring Architect's Consultant to be bound by the terms of this Agreement and naming Owner as an intended third party beneficiary of such contract. Notwithstanding any such review or approval by Owner of any contract, Owner shall have no responsibility for any inconsistency that may exist between this Agreement and any contract with an Architect's Consultant. Architect shall coordinate and administer the performance of Architect's Consultants pursuant to their respective contracts. Architect assumes sole responsibility to Owner for the performance or non-performance by Architect's Consultants.
- 3.1.16 At each stage of the design process, the Architect shall provide: (1) a complete analysis of the building in accordance with the ANSI/BOMA Z65.1-2010, and (2) a tabulation of all Project land, building and parking areas, and both the number of automobile parking spaces required by applicable legal requirements and the number of parking spaces presented on the drawings and specifications.

3.2 SCHEMATIC DESIGN PHASE SERVICES

- 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner and the Construction Manager of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 3.2.3 The Architect shall present its preliminary evaluation to the Owner and the Construction Manager and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

- 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing as necessary to permit preparation of an appropriate estimate of the Cost of the Work.
- 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4. The Architect will analyze and discuss with Owner energy conservation measures and techniques to be employed.
- 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.
- 3.2.5.3 The Owner acknowledges that the LEED Green Building Rating System and similar rating systems (collectively "LEED"), utilize certain design, construction and usability guidelines or recommendations in order to promote environmental responsibility and/or energy efficiency. In addressing these guidelines or recommendations, the Architect shall perform its services with the degree of skill and care ordinarily exercised by similarly situated members of its profession involved in the design of similar projects at the same time and in the same locale as the Project. The Owner further acknowledges and understands that LEED is subject to various and possibly contradictory interpretations and that achieving and maintaining compliance with LEED may involve factors beyond the Architect's control, including without limitation Owner's use and operation of the completed Project. The Architect will use reasonable care, consistent with the foregoing standard, in interpreting and designing in accordance with LEED, but does not warrant or represent that the Project will actually achieve LEED certification. The Architect shall not be responsible for the Construction Manager's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the Owner without the direct participation and written consent of the Architect.
- 3.2.5.4 The Owner acknowledges that pursuing LEED certification of the Project may necessitate the incorporation of new or innovative products, technologies or methods into the Project and that such products, technologies or methods may not realize their intended objectives or may even involve collateral consequences. The Owner further acknowledges that it has evaluated the potential risks and rewards in connection with the use or application of such products, technologies and methods and assumes any associated risks. The Architect shall research all products, technologies or methods it seeks to incorporate in the project design and provide feedback and guidance regarding objectives, consequences, risks and rewards in order to facilitate an appropriately informed decision by the Owner.
- 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall collaboratively review the Schematic Design Documents with the Owner and Construction Manager in order to finalize Documents that meet the requirements of the Building Program.
- 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall facilitate Schematic Design review exercises as set forth in the Architect's Schedule to include the Architect, Construction Manager, Owner, and other as needed to generate a full and complete Schematic Design that provides effective and final guidance for the Design Development Phase.

- 3.2.8 The Architect shall submit to the Owner electronic copies of Schematic Design Documents in PDF format and shall make the same available to the Owner's Construction Manager.
- 3.2.9 The Architect shall not proceed with the Design Development Phase or any bid packages until the Architect has received the Owner's written approval of the Schematic Design Documents, which shall not be unreasonable withheld, and authorization and direction from the Owner to proceed with the Design Development Phase.
- 3.2.10 At completion of Schematic Design and with prior owner consent, The Architect shall print a 3D model of the project as Additional Service at Owner's request.

3.3 DESIGN DEVELOPMENT PHASE SERVICES

- 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to life safety, architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include partially edited specifications that further describe major materials and systems and establish in general their quality levels.

- 3.3.1.1 The Design Development Documents shall consist of: (1) documents (in reasonable detail) to establish the space arrangement, building masses and building materials; (2) floor plans (including the built-in equipment layout); (3) plans delineating the structural, civil, mechanical and electrical systems; (4) plans for the utility layouts; (5) plans for the major building systems; (6) plans for site utility work; (7) plans/drawings of building details; and (8) for an Additional Service the Architect may provide estimates of the cost of each of the major building systems.

- 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall collaboratively review the Design Development Documents as set forth in the Architect's Schedule with the Owner and Construction Manager in order to finalize Documents that meet the requirements of the Building Program, are constructible, and that reflect the intent of the Schematic Design Documents.

- 3.3.3 Upon receipt of the Construction Manager's estimate of the Cost of the Work during the Design Development Phase, the Architect shall take action as reasonably required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

- 3.3.4 The Architect shall submit to the Owner electronic copies of the Design Development Documents in PDF format, and shall make the same available to the Owner's Construction Manager.

- 3.3.5 Unless otherwise agreed to by Owner, the Architect shall not proceed with the Construction Documents Phase until the Architect has received the Owner's written acceptance of the Design Development Documents and the Architect has received written authorization and direction from the Owner to proceed with the Construction Documents Phase.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

- 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Construction Documents shall generally consist of:
- .1 Architectural Drawings setting forth in detail the architectural construction requirements for the Project;
 - .2 Structural Drawings and Specifications setting forth in detail the structural construction requirements for the Project;
 - .3 Mechanical Drawings and Specifications setting forth, in detail, the mechanical construction requirements for the Project. Such Mechanical Drawings and Specifications shall include those necessary for plumbing and fire protection purposes;
 - .4 Electrical, and Lighting Drawings and Specifications setting forth, in detail, the power, lighting and low voltage requirements for the Project. Such Electrical Drawings and Specifications shall include those necessary for life safety, lighting, lighting control, life safety audible alarm systems perimeter access control devices and raceways paths and device locations for data, communications, and other low voltage items as identified by the Owner (conduit only systems);
 - .5 Landscape Drawings and Specifications setting forth in detail the landscape, irrigation and hardscape requirements;
 - .6 Interior Design Drawings, Specifications and schedules setting forth in detail the requirements for interior construction, design and selection of all materials, and finishes for the Core elements only, Tenant Interiors is excluded from this Agreement.
- 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Construction Manager; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as further defined in 3.6.1.1. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- 3.4.4 Architect shall incorporate a requirement within the Drawings and Specifications that: (1) the Construction Manager and subcontractors accurately, completely and timely mark, in reproducible form, the working drawings and the large and full scale detail Drawings and Specifications, to show field changes thereon and to describe in sufficient detail any deviation, and (2) Construction Manager shall provide to Architect in a timely manner copies of pages showing any such marked deviations.
- 3.4.5 To accommodate Owner's scheduling, fixturing, finishing and program needs, certain portions of the Work may be required to be bid and/or completed prior to or separately from completion of all Contract Documents. In such event, Architect will make provisions in the Drawings and Specifications to allow those portions of the Contract Documents to be completed and bid prior to or separately from the rest of the Contract Documents subject to the limitations expressed in Section 1.1.6.

3.4.6 Architect shall deliver to Owner an electronic PDF copy of all Drawings and Specifications and revisions or addenda thereto at the time they are completed and in any event no later than the same time as the Drawings and Specifications (or revisions or addenda) are circulated to any other parties, including Construction Manager.

3.4.7 Unless otherwise agreed to by Owner, the Architect shall not proceed with the bidding phase until the Architect has received the Owner's written acceptance of the Construction Documents and the Architect has received written authorization and direction from the Owner to proceed with the bidding phase.

3.5 BIDDING OR NEGOTIATION PHASE SERVICES

3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction

3.5.2 COMPETITIVE BIDDING

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 Unless the Owner contracts with a Construction Manager another party providing similar services, the Architect shall assist the Owner in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders, ,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

3.5.2.3 The Architect shall provide answers to all questions and shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda outlining all questions asked with answers provided, and identifying approved substitutions to all prospective bidders.

3.5.3 NEGOTIATED PROPOSALS

3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

3.5.3.2 Unless the Owner contracts with a Construction Manager or another party providing similar services, the Architect shall assist the Owner in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

3.6 CONSTRUCTION PHASE SERVICES

3.6.1 GENERAL

- 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as modified for the Project. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager'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 shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.
- 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates three hundred sixty-five (365) days after the date of Substantial Completion of the Work as defined in the Contract Documents or Contract for Construction and to align with the end of the contractually obligated warranty period. If the Contract Documents or Contract for Construction does not contain the date for Substantial Completion, the Architect's responsibility to provide Construction Phase Services shall terminate three hundred sixty-five (365) days after the proposed date of Substantial Completion stipulated by the Construction Manager in its initial construction schedule.
- 3.6.1.4 The Architect shall review and promptly respond to reasonable requests by the Construction Manager or the Owner for additional information about the Contract Documents, including requests for clarification as to specific Drawings or Specifications. Architect will include the Owner in the Architect's response to such requests. If necessary and appropriate, the Architect shall prepare and distribute supplemental Drawings and Specifications in respect of such requests for information or clarification.
- 3.6.1.5 The Architect shall review changes or deviations from the Drawings and Specifications received from Construction Manager pursuant to Section 3.4 and promptly notify Owner of deficiencies or conflicts observed by Architect. The foregoing notwithstanding, if the Architect's review of such changes or deviations from the Drawings and Specifications received from the Construction Manager exceeds forty (40) man-hours total in aggregate the Architect shall be entitled to an Additional Service.
- 3.6.2 EVALUATIONS OF THE WORK
- 3.6.2.1 Architect acknowledges that a project of the nature, scope, and complexity of the Project will require Architect and Architect's Consultants to visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully 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. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and prepare and forward to the Owner a field report for each on-site observation within three (3) working days of the completion of each, with such report being in the Architect's standard format. The Architect shall also report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

- 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the 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.
- 3.6.2.3 The Architect shall interpret and make recommendations to Owner on, matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness so as not to cause any delay in the progress of the Work.
- 3.6.2.4 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 decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007 as modified for the Project, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.
- 3.6.3 CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER
- 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates 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 as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that 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.
- 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum. To the extent applicable, Certificates for Payment shall be based, in part, on the recommendations of the Construction Manager or another party providing similar services.
- 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment and stamp each Application on the date it was received by the Architect.
- 3.6.4 SUBMITTALS

- 3.6.4.1 The Architect will generate a preliminary Submittal Register representing submittals required by the Contract Documents no later than the earlier of the issuance of the first bidding package/design set or Schematic Design Package. The Submittal Register will be utilized by the Construction Manager to create a Submittal Schedule outlining the anticipated timeline and sequence in which submittals are to be completed and for monitoring the progress of such until all submittals are approved.
- 3.6.4.2 In accordance with the final approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Architect is limited only to the submittals identified in the Contract Documents prepared by the Architect. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect is not expected to take responsive action may be identified as such in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect shall also maintain a record of submittals received, under review and returned to the Construction Manager. Such records shall be updated daily and made available to the Owner and Construction Manager upon request. At the completion of the project the Architect shall submit to the Owner an electronic of all submittals for the Owner's record.
- 3.6.5 CHANGES IN THE WORK
- 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

- 3.6.5.2 Architect shall review proposals from Construction Manager for changes in the Work that were directed by the Architect or as reasonably requested by the Owner, and shall report Architect's findings to Owner and assist Owner in negotiations with Construction Manager relative thereto. Architect shall prepare supporting data, including clarifications and interpretations normally required to evaluate Contractor's proposals, and provide other necessary Services in connection with review of such proposal. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare and distribute Drawings and Specifications that describe Work to be added, deleted or modified. The foregoing notwithstanding, in the event that any of the foregoing Services to be provided by Architect pursuant to this Section are required as a result of material design changes proposed by Owner in writing after the initial GMP has been approved by Owner, such services shall be deemed to be Additional Services hereunder.
- 3.6.5.3 The Architect shall maintain records relative to changes in the Work, including a listing of all Change Orders (both proposed and executed), a listing of all Construction Change Directives, and a listing of all approved minor changes in the Work, which record shall be provided to Owner upon Owner's request. At the completion of the Project, the Architect shall submit to the Owner a digital copy of all such changes in the Work, for the Owner's record.
- 3.6.6 PROJECT COMPLETION
- 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties, Operation & Maintenance Manuals, and related documents required by the Contract Documents and assembled by the Construction Manager; document the appropriate systems training required and provided; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- 3.6.6.2 Architect shall receive from the Construction Manager, review and forward to the Owner, for the Owner's review and records: (1) as-builts, written warranties, Operation & Maintenance Manuals and related documents required by the Contract Documents and assembled by the Construction Manager; (2) document the appropriate systems training required and/or provided; and (3) issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- 3.6.6.3 The Architect's inspections shall be conducted with the Owner 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 Construction Manager to be completed or corrected.
- 3.6.6.4 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 3.6.6.5 The Architect shall forward to the Owner the following information to the extent received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

- 3.6.6.6 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, observe the Work in order to determine any observable defects in the Work. If any defect in the Project is identified, Architect shall assist Owner in determining the scope of the defect and will issue a report to the Owner stating the Architect's observations. Architect shall not be responsible for the costs of any third party conducting on behalf of Owner any review and observation described herein unless such review and observation arises from, or reveals, defects or deficiencies for Architect or any of Architect's Consultants is responsible.
- 3.6.6.7 As an Additional Service Architect's or Architect's Consultants shall advise Owner in connection with, and shall observe, the start-up and testing of systems and equipment at the Project. Architect may provide consultation during the initial operation of such systems and equipment. As an Additional Service, upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, Architect may also conduct a meeting with the Owner to review the facility operations and performance.
- 3.6.6.8 Architect shall comply with reasonable requirements of Owner's lender(s) or any Authorities regarding certifications, recorded observations of the progress of the Work and/or a collateral assignment to any such lender of this Agreement; provided, however, that in no event shall such requirements significantly increase the scope of Architect's Services or liability hereunder without appropriate additional compensation to Architect.

3.7 WARRANTY PHASE

- 3.7.1 The Architect is expected to actively participate along with all Project Team members during the contractually obligated warranty period to include:
- a.) Monthly site visit/building performance evaluation
 - b.) Monitor and report progress of issue resolution
- 3.7.2 It is the Architect's responsibility to provide professional services, at their own expense, in support of resolving issues that were not identified during the acceptance process and are not the result of non-conforming construction through the duration of the Project's contractual warranty obligation.

ARTICLE 4 ADDITIONAL SERVICES

- 4.1 Additional Services are not included in Basic Services but may be required for the Project. The Architect shall provide Additional Services as set forth in Exhibit A and, to the extent applicable, as mutually agreed by the Owner and Architect after execution of this Agreement and the Owner shall compensate the Architect as provided in Sections 11.2 through 11.4 and for any Reimbursable Expenses incurred in connection therewith as provided in Section 11.8. No Additional Services shall be provided except upon the written approval of both Owner and Architect.
- 4.2 NOT USED
- 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Sections 11.3 through 11.4 and for any Reimbursable Expenses incurred in connection therewith as provided in Section 11.8 and to an appropriate adjustment in the Architect's schedule.
- 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Excessive preparation of digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing beyond those otherwise agreed to previously in this Agreement;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 NOT USED
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Owner requested Change Orders, and Construction Change Directives that require evaluation of Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services ninety (90) after the date of Substantial Completion of the Work.

4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Participation in pre-activity planning and coordination meetings as reasonably required to support the quality control efforts of the construction phase.

- .3 A minimum of four (4) visits to the site per month by the Architect over the duration of the Project during construction
- .4 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .5 One (1) inspection for any portion of the Work to determine final completion

4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. The Owner shall make timely reviews and decisions necessary to maintain the schedule in accordance with Section 3.1.3.

5.2 The Owner may furnish the services of a Scheduling Consultant aside from the Construction Manager. In such a case, the Scheduling Consultant shall be responsible for creating the overall Project schedule. The Owner may adjust the Project schedule, if necessary, as the Project proceeds.

5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner may furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

- 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner will not remove its representative identified in Section 1.1.8 without prior written notice to the Architect so long its representative is employed by the Owner. The Owner acknowledges that its designated representative is a basis for determining the Architect's fee and changes to its representative may constitute an Additional Service.
- 5.5 The Owner, through its Consultants, shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.
- 5.7.1 If the Owner contracts separately for any design services, those services shall be performed by professional consultants licensed in the state of the Project, who shall affix their seals on the appropriate documents prepared by them. The contract between the Owner and the Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of such consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the Owner's consultants, including without limitation the computations performed by those consultants in connection with such documents and services and shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including without limitation attorney's fees, arising out of the documents prepared by and services performed by the Owner's consultants.

- 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, electrical, and chemical tests for air and water pollution, and tests for hazardous materials. Architect shall consult with Owner to determine and specifically outline the referenced tests, inspections, and reports which may be required.
- 5.9 Should the Architect be unable to satisfactorily certify Construction Manager's Application for Payment, it may request additional auditing support from the Owner. Should the Owner determine those services are necessary, the Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, including without limitation services required to verify the Construction Manager's or Contractor's Application for Payment or to ascertain how or for what purpose the Construction Manager or Contractor used the money paid by or on behalf the Owner.
- 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service; provided however, Owner shall not be responsible for, and the Architect shall not be released from, liability for such faults or defects by reason of the failure of the Owner to discover any such faults or defects.
- 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Construction Manager and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.
- 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.
- 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.
- 5.14 During the construction phase of the Project, the Owner shall require the Construction Manager, if applicable, or the Construction Manager to notify the Architect of any known or reasonable foreseeable health or safety hazards at the Project site and shall further require that the Construction Manager, if applicable, or the Construction Manager provide any health and safety equipment necessary for the Architect to perform its services at the Project site. The Owner shall be responsible for providing such notification and equipment during other phases of the Project.
- 5.15 The Owner shall apply for and obtain and all certificates of occupancy, licenses and permits which may be required by governmental authorities having jurisdiction over the Project and which are a prerequisite to occupancy, use or operation of the Project by Owner.
- 5.16 The Owner may agree in writing to additional compensation for Architect with respect to other consultants to be retained by Architect, when such services are reasonably required for the Project, are not included in the Architect's scope, and are requested by Architect.

- 5.17 If the Owner accepts non-conforming Work or authorizes deviations from the documents prepared by the Architect or Architect's consultants, recorded or unrecorded, without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, Architect consultants and the officers, directors, agents and employees of each of them from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in whole or in part from such deviations, regardless whether or not such claims, damages, losses or expenses are caused in part by a party indemnified hereunder.
- 5.18 The services, information, surveys and reports required by this Article 5 shall be furnished at the Owner's expense and Architect shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 6 COST OF THE WORK

- 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include, at current market rates, labor and materials furnished by the Owner, Construction Manager's general conditions costs, overhead and profit, allowances for planned elements, and a construction contingency for bidding or negotiating, price escalation, market conditions and other unknowns. The preliminary estimate of the Cost of the Work and each updated estimate shall include such contingency reflecting the unknowns relative to the completeness of the design. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- 6.1.1 The Cost of the Work shall be determined as follows, with precedence in the order listed:
- .1 The first Owner-accepted Guaranteed Maximum Price (GMP) when a GMP is submitted for the Work; or
 - .2 In the absence of a GMP:
 - (a) For completed construction, the cost of all such Work;
 - (b) For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or
 - (c) For Work for which no such bid or proposal is received, (1) the latest updated estimate of the Cost of the Work if one is available, or (2) if such updated estimate is not available, the preliminary estimate of Cost of the Work.
- 6.2 As noted in Section 6.1, the Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

- 6.3 As noted in Section 6.1, the Owner shall include appropriate contingencies for design, bidding or negotiating, price escalation, market conditions and other unknowns in all estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.
- 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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. The Construction Manager's estimate of the Cost of the Work shall be based on a detailed trade line-item analysis of materials and labor for all items of Work, as contrasted with an estimate based on gross area, volume or similar unit costs. Owner will provide Architect with relevant portions of Construction Manager's work product and, as part of the Basic Services, but subject to Sections 6.5, 6.6 and 6.7, Architect shall review such work product and either agree with the findings contained therein or indicate its disagreement, in either case, in writing subject to Section 6.5, 6.6, and 6.7. Architect shall similarly review the Owner's budget assumptions against the documents being prepared by Architect and inform the Owner of its findings in writing.
- 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall
- .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - .3 implement any other mutually acceptable alternative
- 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.
- 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any further required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

- 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation pertaining to the Project in digital or electronic form, they shall endeavor to establish necessary protocols governing such transmissions. Should the Owner and Architect fail to establish such protocols, then Instruments of Service and other information and documentation pertaining to the Project shall be transmitted between the parties in Architect's electronic format. Thereafter, should the Owner request the provision of such information in any other electronic format, such request shall constitute an Additional Service and the provisions of Article 4 shall apply. Electronic files incorporating Instruments of Service or other information or documentation pertaining to the Project are not Contract Documents and cannot be relied upon as identical to Contract Documents due to changes or errors induced by translation, conversion, transmission, improper storage or maintenance or alteration while under the control of others.
- 7.1.1 The Owner and Architect have established that the Architect's Instruments of Service shall be transmitted electronically in the Architect's PDF format in a manner mutually agreed upon subject to Sections 3.1.9.3 and 3.1.9.4. All documents considered Contract Documents, or certified documents, shall be either a hard copy or a PDF file of the final Contract Documents as defined by the Project Manual for the project.
- 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, marketing, leasing, selling, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes described above. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If the Owner rightfully terminates this Agreement for cause under Section 9.4, the license granted in this Section 7.3 shall not terminate and the Owner may authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purpose of completing, using, modifying and maintaining the Project.

7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service or electronic files incorporating Instruments of Service or other information or documentation pertaining to the Project that are not part of the Contract Documents, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law and notwithstanding anything herein to the contrary, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service or electronic files under this Section 7.3.1.

7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

8.1 GENERAL

8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law in effect at the time of the final agreement as set forth in Nebraska Statute §25-222. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction as modified for the Project. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

8.1.3 The Architect shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees, and its consultants in the performance of professional services under this Agreement.

8.1.4 The parties agree to limit their right to recover consequential damages against the other party under this Agreement to consequential damages in an amount up to but not to exceed equal to One Million Five Hundred Thousand Dollars and No cents (\$1,500,000.00).

- 8.1.5 If a required item or component of the Project is mistakenly represented or omitted from the Construction Documents by the Architect or its Consultants, the Architect will be entitled to reimbursement for additional services and will not be responsible for the cost to add such item or component or modify the Work to accommodate such item or component provided such item or component was;
- a.) a change or betterment made at the sole discretion of the Owner,
 - b.) not required to meet the originally intended basis of design and functional use of the Project as defined in this Agreement,
 - c.) not the result of objectively insufficient professional services rendered directly or through the coordination of its Consultants.
- 8.1.6 Additional design or construction costs incurred by the Owner and caused by the Architect's negligent acts, errors, or omissions in the performance of services under this Agreement involving the improper or inaccurate sizing, locating, or other specification aspect of any component of the Project, shall be the responsibility of the Architect except for those characterized in Section 8.1.5 of this Agreement.

The Owner recognizes that the standard of care for the practice of architecture is not perfection and a Design Contingency of one percent (1.0 %) of the Cost of the Work shall be established by the Owner. Such design contingency shall be utilized by the Owner for construction costs attributable to any errors, omissions, conflicts, ambiguities or design uncertainties, including any improvement or betterment costs. Construction costs incurred by the Owner as a result of such errors, omissions, conflicts, ambiguities, or design uncertainties by the Architect, including any improvement or betterment costs, in excess of this design contingency shall be the responsibility of the Architect. The Design Contingency will be maintained as a budget item in the GMP, similar to the Construction Contingency.

8.2 DISPUTE RESOLUTION

- 8.2.1 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between themselves prior to binding dispute resolution. However, in the event the parties are unable to resolve such claims, disputes and other matters in question between themselves, they shall engage the services of a mediator, with each party sharing equally in the cost of retaining such mediator. In the event resolution is not obtained via mediation, the parties shall be subject to binding dispute resolution. 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 binding dispute resolution.

- 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

8.3 CONSOLIDATION OR JOINDER

8.3.1 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in dispute resolution. Consent to dispute resolution involving an additional person or entity shall not constitute consent to dispute resolution of any claim, dispute or other matter in question not described in the written consent.

8.3.2 The Owner and Architect grant to any person or entity made a party to a dispute resolution conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fifteen (15) days from written notice to the Owner, and if the Owner fails to make payments within the fifteen day period the Architect may then suspend its services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to the effective date of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fifteen (15) days from written notice.

9.4 Either party may terminate this Agreement upon not less than fifteen (15) days from 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, and the other party fails to substantially cure its failure of performance within such fifteen day period..

9.5 The Owner may terminate this Agreement upon not less than fifteen (15) days from written notice to the Architect for the Owner's convenience and without cause.

9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

- 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.1 This Agreement shall be governed by the laws of the State of Nebraska.
- 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction as modified for the Project.
- 10.3 The Owner and Architect, respectively, bind themselves, and their named agents, successors and assignees to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) business days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least seven (7) business days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- 10.6 Unless otherwise required in this Agreement, the Architect 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 The term "hazardous materials or toxic substance" also includes, but is not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, alkaline, lead, irritants, contaminants, or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.
- .2 If hazardous materials or toxic substances are detected by Architect, its only obligation is to use its best efforts to disclose that information to the Owner. If Owner knows or discovers that hazardous materials or toxic substances are present at or near the Site, it must disclose that information to Architect. If the existence of such hazardous materials or toxic substances increases cost, effort, and/or amount time for Architect to complete its services under this Agreement, the Owner agrees to make an equitable adjustment in the Architect's fee and/or time for performance.

- .3 To fullest extent permitted by law, the Owner agrees to indemnify and hold harmless Architect, Architect's consultants, agents and employees of each of them for any liability arising out of or related to hazardous materials or toxic substances and/or pollutants at or near the Project site at any time before, during, or after the design and construction of the Project, including but not limited to the specification and use of any product, material, or process involved in the Project, except to the extent caused by Architect's sole negligence or willful misconduct. Owner acknowledges that the Architect has appropriately reduced its compensation as specific consideration for the indemnity contained herein.
- 10.7 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 product of such effort shall also be made available to the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. 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. The Architect and Owner shall each provide professional credit for the other in their respective promotional materials for the Project.
- 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person (unless withholding such information would violate the law, create a significant risk of harm to the public or prevent the Owner or Architect from establishing a claim or defense in an adjudicatory proceeding) except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
- 10.9 In the event the Owner issues a purchase order or other instrument related to the Architect's services, it is understood and agreed that such document is for Owner's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If requested, the Architect will reference the purchase order number on invoices.
- 10.10 Existing conditions:
- .1 The Owner acknowledges and understands that evaluation and design in connection with renovation, remodeling, rehabilitation or equipment installation requires that certain assumptions be made regarding existing conditions and, because some of these assumptions cannot be verified without the expenditure of significant sums or destroying otherwise adequate or serviceable portions of the building, services will be performed based upon limited investigations and on-site observations and no destructive testing nor invasive testing techniques will be employed. As such, Architect cannot be responsible for defects which are not observed or for which results are not predicted with limited observations. The Owner releases Architect from any claims, damages, losses and expenses arising out of Architect's failure to employ such testing or arising from latent or non-observed conditions or defects.

- 10.11 In connection with the services performed pursuant to this Agreement, Architect agrees to comply with applicable provisions of federal and state equal employment opportunity laws for individuals based on color, religion, sex, national origin, disabled veteran, recently separated veteran, other protected veteran and armed forces service medal status, disabilities under provisions of Executive Order 11246, and other employment statutes and regulations as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4(a-f), § 60-300.5(a-e), § 60-741(a-e).
- 10.12 NOT USED

ARTICLE 11 COMPENSATION

- 11.1 COMPENSATION FOR BASIC SERVICES in connection with New Construction described under Article 3 and in Exhibit A shall be computed on the basis of the percent of the Cost of the Work for such New Construction, excluding Construction Manager's overhead, profit, and contingency. New Construction is defined as construction in connection with major additions and free standing buildings. Compensation for Basic Services will convert to a Stipulated Sum when the Project GMP is established. Compensation for Additional Services and Reimbursable Expenses shall be in addition to such amount and incorporated by Amendment at such time the Additional Services are accepted by the Owner.

The basis for the Architect's compensation for Basic Services are as follows:

OFFICE BUILDING:

DESIGN AND CONSTRUCTION ADMINISTRATION

Estimated fees pending establishment of a Stipulated Sum for Basic Services in accordance with Section 11.1.2 is

TBD (\$TBD).

1401 JONES ST

Architectural (5.00% of Cost of Work): **\$TBD**

Engineering (1.70% of Cost of Work): **\$TBD**

Library Consultant (1.30% of Cost of Work): **\$TBD**

3020 S 84 ST

Architectural (3.30% of Cost of Work): **\$TBD**

Engineering (1.30% of Cost of Work): **\$TBD**

Library Consultant (1.10% of Cost of Work): **\$TBD**

Total Basic Services: \$TBD

- 11.1.1 Compensation for Basic Services for Sub-projects will be determined once the scope and character of each Sub-project is firmly established.
- (a) A Sub-project is a portion of the Project for which a set of Contract Documents, complete in itself, is prepared or issued separately for bidding or pricing.

(b) The Cost of the Work for a series of Sub-projects, which constitute the Project, shall not be cumulative for purposes of determining compensation for Basic Services. The compensation for Basic Services for each Sub-project shall be based on the Cost of the Work for each such Sub-project. [If the Owner obtains the services of a Construction Manager and/or requests that the Project be divided into Sub-projects, the Architect will prepare Contract Documents for a maximum of three (3) Sub-projects and will define these three (3) Sub-projects as one individual project for the purpose of determining Architect's compensation for Basic Services. Sub-projects beyond the three (3) mentioned above shall constitute additional Sub-projects and Architect's compensation for Basic Services in connection with each additional Sub-project shall be based on the Cost of the Work for each additional Sub-project.

11.1.2 Upon establishment of a GMP for the Cost of the Work and with the scope and character of the Project firmly established, Architect will establish a Stipulated sum for Basic Services. The Stipulated Sum will be based on the percentage(s) stated above. If the scope of the Project is materially changed at a later date, the Stipulated Sum shall be adjusted accordingly. All fees paid for Basic Services prior to determination of the Stipulated Sum shall be fully credited to the established Stipulated Sum. Compensation for Additional Services and Reimbursable Expenses shall be in addition to the Stipulated Sum.

11.1.3 Architect will provide notice to Owner in writing with respect to payments that may be due to Architect's Consultants. Along with such notice, Architect shall provide Owner with a summary of all payments previously made to Architect's Consultants, together with copies of Architect's Consultants' invoices detailing services performed and expenses incurred for which current payment is being requested.

11.1.4 ALTERNATES

(a) Compensation for services in connection with Alternates requested by the Owner before determination of the Stipulated Sum shall be determined by adding the Cost of the Work for the particular Alternate to the Cost of the Work for the Project and establishing the compensation for the Project utilizing the percentage above and subject to the proportional Phase compensation percentages identified in Section 11.5.

(b) Compensation for services in connection with Alternates requested by the Owner after determination of the Stipulated Sum shall be based on a mutually agreeable fee for the particular Alternate and shall be in addition to the Stipulated Sum.

(c) An Alternate is defined as a description of and proposal for the substitution of one material or method for another or for adding to or deducting from the scope of the Project. An alternate bid provides cost information which will enable the Owner to make a decision and choice:

- (1) between two or more materials;
- (2) between two or more methods; or
- (3) to permit a decrease or an increase in the scope of the Project, as available funds may require or permit.

11.1.5 Phased Construction, as used in the above schedule, applies to design and bidding procedures in which the Design Development Documents are sufficiently complete to enable a Construction Manager or Contractor to establish a maximum Cost of the Work for the Project.

11.1.6 Based upon the Project Schedule, the Architect shall submit, for Owner's financial planning purposes, a payment schedule detailing Architect's invoice dates and amounts allocated by SOV item as listed in Exhibit B.

11.2 For Additional Services designated in Section 4.1 or Exhibit A, the Owner shall compensate the Architect as follows: **(NA)**
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3 or in Exhibit A, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates as set forth in Exhibit D

11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.1, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

11.5 The basis for invoicing for Additional Services will be either through modification of the SOV/Invoicing Schedule in Exhibit B or within the month Additional Services are rendered.

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit D Architect and Consultant's Hourly Billing Rates.

11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

- 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include certain expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
- .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Dedicated data and communication services, teleconferences, Project Web sites, and extranets;
 - .3 Printing, reproductions, plots, standard form documents;
 - .4 Postage, handling and delivery;
 - .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 Architect's or its consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's or its consultants;
- .8 All taxes levied on reimbursable expenses;
- .9 Site office expenses; and
- .10 Other similar Project-related necessary and reasonable expenditures.

The Architect shall provide appropriate documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed. For purposes of supporting the Owner's effort to establish a Project budget the Architect agrees that reimbursable expenses shall not exceed five thousand dollars (\$5,000.00) without prior approval by the Owner.

- 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred. Reimbursable Expenses shall be incurred on a cost-effective basis.

- 11.9 **COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

The Owner and Architect shall agree upon a mutually acceptable fee in writing.

11.10 PAYMENTS TO THE ARCHITECT

- 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days after receipt the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Twelve percent (12%) per annum.

- 11.10.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Construction Manager for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- 11.10.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

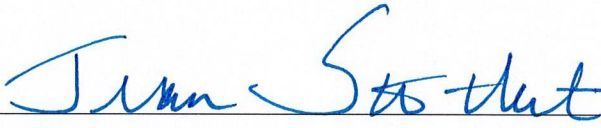
- 12.1 Special terms and conditions that modify this Agreement are as follows:
NONE

ARTICLE 13 SCOPE OF THE AGREEMENT


- 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 13.1.1 Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against either the Owner or Architect.
- 13.2 This Agreement is comprised of the following documents listed below:
- .1 AIA Document B103™-2007, Standard Form Agreement between Owner and Architect as modified
 - .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following: NONE
 - .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement)
 - Exhibit A Project Services
 - Exhibit B Architect's Invoicing Schedule
 - Exhibit C Architect's Project Team & Responsibility Matrix
 - Exhibit D Architect and Consultant's Hourly Billing Rates
 - Exhibit E Delivery Milestones for Architect's Services

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

OWNER:



(Signature)



(Printed name and title)

Exhibit A
Project Services

PART 1 - SERVICE <i>The following list of services consist of those contained in AIA® Document B163™, with additional items added by HDR. Add any services, including full descriptions of such services, that will be provided, but are not currently listed in this table and described in the following pages.</i>	Responsibility <i>Indicate the party (i.e. Architect (A), Owner (O), Contractor (C), Construction Manager (CM)) that is responsible for providing each service listed in this table or indicate Not Provided (NP).</i>	Service Description <i>Descriptions of the services listed in this table are incorporated in the following pages, unless noted otherwise.</i>	Category of Service <i>For all services provided by the Architect (A), indicate whether the service is part of Basic Services (BS) or is an Additional Service (AS).</i>	Exceptions and Comments
.01 Project Administration	A		BS	
.02 Disciplines Coordination/Document Checking	A		BS	
.03 Agency Consulting/Review/Approval	A		BS	
.04 Owner-Supplied Data Coordination	A		BS	
.05 Schedule Development/Monitoring	A/C		BS	
.06 Preliminary Estimate of Cost of the Work	A/C			
.07 Presentation	O/A		BS	
.08 Programming	O/A			
.09 Space Schematics/Flow Diagram	A			
.10 Existing Facilities Surveys	A			<i>As required to complete basic services</i>
.11 Marketing Studies	NP			
.12 Economic Feasibility Studies	NP			
.13 Project Financing	O			
.14 Site Analysis and Selection	NP			
.15 Site Development Planning	NP			
.16 Detailed Site Utilization Studies	NP			
.17 On-site Utility Studies	NP			
.18 Off-Site Utility Studies	NP			
.19 Environmental Studies and Reports	NP			
.20 Zoning Processing Assistance	NP			
.21 Geotechnical Engineering	NP			

.22 Site Surveying	NP			
.23 Architectural Design/Documentation	A		<i>BS</i>	
.24 Structural Design/Documentation	A		<i>BS</i>	
.25 Mechanical Design/Documentation	A		<i>BS</i>	
.26 Electrical Design/Documentation	A		<i>BS</i>	
.27 Civil Design/Documentation	NP		<i>BS</i>	
.28 Landscape Design/Documentation	NP		<i>BS</i>	
.29 Interior Design/Documentation	A		<i>BS</i>	
.30 Special Design/Documentation	A		<i>AS</i>	
.31 Materials Research/Specifications	A		<i>BS</i>	
.32 Bidding Materials	NP			
.33 Addenda	A		<i>BS</i>	
.34 Bidding/Negotiation	NP			
.35 Analysis of Alternates/Substitutions	A		<i>BS</i>	<i>Refer to Section 3.5.2.3</i>
.36 Special Bidding	CM/A		<i>BS</i>	
.37 Bid Evaluation	O/CM/A		<i>BS</i>	
.38 Contract Award	O/CM			
.39 Submittal Services	A/C		<i>BS</i>	
.40 Observation Services	A		<i>BS</i>	
.41 Project Representation	NP			
.42 Testing and Inspection Administration	O			
.43 Supplemental Documentation	A/C		<i>BS</i>	<i>See 3.6.1.4</i>
.44 Quotation Requests/Change Orders	A/C		<i>BS</i>	
.45 Contract Cost Accounting	O/A/CM		<i>BS</i>	<i>Architect review of Application for Payment.</i>
.46 FF&E Installation Administration	NP		<i>AS</i>	
.47 Interpretations and Decisions	A/O		<i>BS</i>	
.48 Project Closeout	A/CM		<i>BS</i>	
.49 Maintenance and Operational Programming	C			
.50 Start-Up Assistance	A/C		<i>BS</i>	<i>CxA TBD</i>
.51 Record Drawing	A/C		<i>AS</i>	
.52 Warranty Review	A/O/C		<i>BS</i>	
.53 Post-Contract Evaluation	NP			
.54 Special Studies	NP			
.55 Tenant-Related Services	O/A/CM		<i>BS</i>	
.56 Special Furnishings Design	NP		<i>AS</i>	

.57 FF&E Services	NP		<i>AS</i>	
.58 Special Disciplines Consultation	A		<i>BS</i>	<i>Library Consultation</i>
.59 Special Building Type Consultation	NP			
.60 Fine Arts and Crafts	NP			
.61 Graphic Design	NP			
.62 Renderings	A		<i>BS</i>	<i>Potential for public communication</i>
.63 Model Construction	A		<i>AS</i>	
.64 Still Photography	A		<i>AS</i>	
.65 Motion Picture and Videotape	NP			
.66 Life Cycle Cost Analysis	NP		<i>BS</i>	<i>As required for system/component selection.</i>
.67 Value Analysis	A/CM/O		<i>BS</i>	<i>As required for system/component selection.</i>
.68 Energy Studies	A		<i>BS</i>	<i>As required for system/component selection.</i>
.69 Quantity Surveys	NP			
.70 Detailed Cost Estimating	CM			
.71 Environmental Monitoring	NP			
.72 Expert Witness	NP			
.73 Materials and Systems Testing	O			
.74 Demolition Services	C			
.75 Mock-Up Services	A/C		<i>BS</i>	
.76 Coordination of Designated Services	A		<i>BS</i>	
.77 FF&E Purchasing/Installation	NP			
.78 Computer Application	NP			
.79 Project Promotion/Public Relations	O			
.80 Leasing Brochures	A/O		<i>BS</i>	<i>HDR to share marketing photos and provide minor assistance with graphics and lease outline documents as BS.</i>
.81 Pre-Contract Administration/Management	O/CM			
.82 Extended Bidding	NP		<i>AS</i>	
.83 Extended Contract Admin/Management	NP		<i>AS</i>	
.84 Construction Management Services	CM			
.85 Food Service Equipment Planning	NP		<i>AS</i>	
.86 Vertical Transportation Planning	NP			

.87 Laundry Equipment Planning	NP			
.88 Materials Handling Planning	NP			
.89 Security systems Planning	A		<i>BS</i>	
.90 Disaster Recovery Planning	NP			
.91 Signage Design, Selection & Procurement	A		<i>BS</i>	
.92 Electrical Data and Systems Planning	A		<i>BS</i>	<i>HDR to provide communication, data, and telecom devices as noted in Section 1.1.12.2.2 as BS</i>
.93 Sustainable Design Documentation	NP		<i>BS</i>	
.94 Health Care Consulting	NP			
.95 Medical Equipment Planning – Group I	NP			
.96 Medical Equipment Planning – Group II / III	NP			
.97 Infection Control Risk Assessment	NP			

PART 2 - DESCRIPTIONS OF SERVICES

PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

- .01 Project Administration services consisting of administrative functions including:
 - .01 Consultation
 - .02 Research
 - .03 Conferences
 - .04 Communications
 - .05 Travel time
 - .06 Progress reports
 - .07 Direction of the work of in-house architectural personnel
 - .08 Coordination of work by the Owner's forces.
- .02 Disciplines Coordination/Document Checking consisting of:
 - .01 Coordination between the architectural work and the work of engineering and other disciplines involved in the Project
 - .02 Review and checking of documents prepared for the Project by the Architect and the Architect's Consultants.
- .03 Agency Consulting/Review/Approval services, including:
 - .01 Agency consultations
 - .02 Research of critical applicable regulations
 - .03 Research of community attitudes
 - .04 Preparation of written and graphic explanatory materials
 - .05 Appearances on Owner's behalf at agency and community meetings.

The services apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant influence on approving agencies and individuals, including:

- .06 Local political subdivisions
 - .07 Planning boards
 - .08 County agencies
 - .09 Regional agencies
 - .10 Federal agencies
 - .11 User organizations
 - .12 Community organizations
 - .13 Consumer interest organizations
 - .14 Environmental interest groups.
- .04 Owner-Supplied Data Coordination, including:
- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
 - .02 Assistance in establishing criteria
 - .03 Assistance in obtaining data, including, where applicable, documentation of existing conditions.
- .05 Schedule Development/Monitoring services, including:
- .01 Establishment of initial schedule for Architect's services, decision-making, design, documentation, contracting and construction, based on determination of scope of Architect's services
 - .02 Review and update of previously established schedules during subsequent phases.
- .06 Preliminary Estimate of the Cost of the Work, including:
- .01 Preparation of a preliminary estimate of the Cost of the Work
 - .02 Review and update the preliminary estimate of the Cost of the Work during subsequent phases.
- .07 Presentation services consisting of presentations and recommendations by the Architect to the following client representatives:
- .01 Owner
 - .02 Building committee(s)
 - .03 Staff committee(s)
 - .04 User group(s)
 - .05 Board(s) of Directors
 - .06 Financing entity (entities)
 - .07 Owner's consultant(s).

PRE-DESIGN SERVICES

- .08 Programming services consisting of consultation to establish and document the following detailed requirements for the Project:
- .01 Design objectives, limitations and criteria
 - .02 Development of initial approximate gross facility areas and space requirements
 - .03 Space relations
 - .04 Number of functional responsibilities personnel
 - .05 Flexibility and expandability
 - .06 Special equipment and systems
 - .07 Site requirements
 - .08 Development of a preliminary budget for the Work based on programming and scheduling studies
 - .09 Operating procedures
 - .10 Security criteria
 - .11 Communications relationships

- .12 Project schedule.
- .09 Space Schematics/Flow Diagrams consisting of diagrammatic studies and pertinent descriptive text for:
 - .01 Conversion of programmed requirements to net area requirements
 - .02 Internal functions
 - .03 Human, vehicular and material flow patterns
 - .04 General space allocations
 - .05 Analysis of operating functions
 - .06 Adjacency
 - .07 Special facilities and equipment
 - .08 Flexibility and expandability.
- .10 Existing Facilities Surveys consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:
 - .01 Photography
 - .02 Field measurements
 - .03 Review of existing design data
 - .04 Analysis of existing structural capabilities
 - .05 Analysis of existing mechanical capabilities
 - .06 Analysis of existing electrical capabilities
 - .07 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.
- .11 Marketing Studies relating to determination of social, economic and political need for and acceptability of the Project and consisting of:
 - .01 Determination with Owner of the scope, parameters, schedule and budget for marketing studies
 - .02 Identification, assembly, review and organization of existing pertinent data
 - .03 Arrangement of clearances for use of existing data
 - .04 Mail survey studies
 - .05 Personal survey studies
 - .06 Analysis of data
 - .07 Assistance in obtaining computerized analysis and modeling
 - .08 Computerized analysis and modeling
 - .09 Preparation of interim reports
 - .10 Preparation of final report
 - .11 Assistance in production of final report.
- .12 Economic Feasibility Studies consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:
 - .01 Total Project cost
 - .02 Operation and ownership cost
 - .03 Financing requirements
 - .04 Cash flow for design, construction and operation
 - .05 Return on investment studies
 - .06 Equity requirements.
- .13 Project Financing services as required in connection with:
 - .01 Assistance to Owner in preparing and submitting data, supplementary drawings and documentation
 - .02 Research of financing availability
 - .03 Direct solicitation of financing sources by the Architect.

Project financing services are required for:

- .04 Development costs
- .05 Site control and/or acquisition
- .06 Predesign and site analysis services
- .07 Planning, design, documentation and bidding services
- .08 Interim or construction financing
- .09 Permanent or long-term financing.

SITE DEVELOPMENT SERVICES

- .14 Site Analysis and Selection consisting of:
 - .01 Identification of potential site(s)
 - .02 On-site observations
 - .03 Movement systems, traffic and parking studies
 - .04 Topography analysis
 - .05 Analysis of deed, zoning and other legal restrictions
 - .06 Studies of availability of labor force to staff Owner's facility
 - .07 Studies of availability of construction materials, equipment and labor
 - .08 Studies of construction market
 - .09 Overall site analysis and evaluation
 - .10 Comparative site studies.
- .15 Site Development Planning consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:
 - .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Utilities systems
 - .07 Surface and subsurface conditions
 - .08 Ecological requirements
 - .09 Deeds, zoning and other legal restrictions
 - .10 Landscape concepts and forms.
- .16 Detailed Site Utilization Studies consisting of detailed site analyses, based on the approved conceptual site development design, including:
 - .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Utilities systems
 - .07 Surface and subsurface conditions
 - .08 Review of soils report
 - .09 Vegetation
 - .10 Slope analysis
 - .11 Ecological studies
 - .12 Deeds, zoning and other legal restrictions
 - .13 Landscape forms and materials.
- .17 On-Site Utility Studies consisting of establishing requirements and preparing initial designs for on-site:
 - .01 Electrical service and distribution
 - .02 Gas service and distribution
 - .03 Water supply and distribution
 - .04 Site drainage
 - .05 Sanitary sewer collection and disposal

- .06 Process waste water treatment
- .07 Storm water collection and disposal
- .08 Central-plant mechanical systems
- .09 Fire systems
- .10 Emergency systems
- .11 Security
- .12 Pollution control
- .13 Site illumination
- .14 Communications systems.

- .18 Off-Site Utility Studies consisting of:
 - .01 Confirmation of location, size and adequacy of utilities serving the site
 - .02 Determination of requirements for connections to utilities
 - .03 Planning for off-site utility extensions and facilities
 - .04 Design of off-site utility extensions and facilities.

- .19 Environmental Studies and Reports consisting of:
 - .01 Determination of need or requirements for environmental monitoring, assessment and/or impact statements
 - .02 Ecological studies
 - .03 Preparation of environmental assessment reports
 - .04 Preparation of environmental impact reports
 - .05 Attendance at public meetings and hearings
 - .06 Presentations to governing authorities.

- .20 Zoning Processing Assistance consisting of:
 - .01 Assistance in preparing applications
 - .02 Development of supporting data
 - .03 Preparation of presentation materials
 - .04 Attendance at public meetings and hearings.

- .21 Geotechnical Engineering services, including, but not limited to:
 - .01 Test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions
 - .02 Reports and appropriate professional recommendations.

- .22 Site Surveying services, to include:
 - .01 Furnishing a survey by a licensed surveyor, describing the physical characteristics, legal limitations and utility locations for the site of the Project, including a written legal description of the site
 - .02 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 and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information shall be referenced to a project benchmark.

DESIGN SERVICES

- .23 Architectural Design/Documentation:
 - .01 During the Schematic Design Phase, responding to program requirements and preparing:
 - .01 Review of Owner's Program and Budget
 - .02 Conceptual site and building plans
 - .03 Preliminary sections and elevations
 - .04 Preliminary selection of building systems and materials

- .05 Development of approximate dimensions, areas and volumes
- .06 Perspective sketch(es)
- .07 Study model(s).
- .02 During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - .01 Plans, sections and elevations
 - .02 Typical construction details
 - .03 Three-dimensional sketch(es)
 - .04 Study model(s)
 - .05 Final materials selection
 - .06 Equipment layouts.
- .03 During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- .24 Structural Design/Documentation:
 - .01 During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - .01 A predetermined structural system
 - .02 Alternate structural systems.
 - .02 During the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:
 - .01 Basic structural system and dimensions
 - .02 Final structural design criteria
 - .03 Foundation design criteria
 - .04 Preliminary sizing of major structural components
 - .05 Critical coordination clearances
 - .06 Outline Specifications or materials lists.
 - .03 During the Contract Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
- .25 Mechanical Design/Documentation:
 - .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - .01 Energy source(s)
 - .02 Energy conservation
 - .03 Heating and ventilating
 - .04 Air conditioning
 - .05 Plumbing
 - .06 Fire protection
 - .07 General space requirements.
 - .02 During the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:
 - .01 Approximate equipment sizes and capacities
 - .02 Preliminary equipment layouts
 - .03 Required space for equipment

- .04 Required chases and clearances
 - .05 Acoustical and vibration control
 - .06 Visual impacts
 - .07 Energy conservation measures.
- .03 During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
- .26 Electrical Design/Documentation:
- .01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - .01 Power service and distribution
 - .02 Lighting
 - .03 Telephones
 - .04 Fire detection and alarms
 - .05 Security systems
 - .06 Electronic communications
 - .07 Special electrical systems
 - .08 General space requirements.
 - .02 During the Design Development Phase consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:
 - .01 Criteria for lighting, electrical and communications systems
 - .02 Approximate sizes and capacities of major components
 - .03 Preliminary equipment layouts
 - .04 Required space for equipment
 - .05 Required chases and clearances.
 - .03 During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.
- .27 Civil Design/Documentation:
- .01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - .01 On-site utility systems
 - .02 Fire protection systems
 - .03 Drainage systems
 - .04 Paving.
 - .02 During the Design Development Phase consisting of continued development and expansion of civil Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site and off-site civil engineering work
 - .03 During the Contract Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
- .28 Landscape Design/Documentation:
- .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms,

- lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants
 - .02 During the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work
 - .03 During the Contract Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- .29 Interior Design/Documentation:
- .01 During the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
 - .01 Partition locations
 - .02 Furniture and equipment layouts
 - .03 Types and qualities of finishes for materials and furniture, furnishings and equipment.
 - .02 During the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - .01 Interior construction of the Project
 - .02 Special interior design features
 - .03 Furniture, furnishings and equipment selections
 - .04 Materials, finishes and colors.
 - .03 During the Contract Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.
 - .04 During Construction Phase provide Contract Administration Services for the duration of the Interior project.
- .30 Special Design/Documentation, including:
- .01 Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work
 - .02 Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work
 - .03 Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work
 - .04 Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the Work.
- .31 Materials Research/Specifications:
- .01 During the Schematic Design Phase consisting of:
 - .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
 - .02 Investigation of availability and suitability of alternative architectural materials, systems and equipment
 - .03 Coordination of similar activities of other disciplines.
 - .02 During the Design Development Phase consisting of activities by in-house architectural personnel in:

- .01 Presentation of proposed General and Supplementary Conditions of the Contract for Owner's approval
 - .02 Development of architectural outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
 - .03 Coordination of similar activities of other disciplines
 - .04 Production of design manual including design criteria and outline Specifications or materials lists.
- .03 During the Contract Documents Phase consisting of activities of in-house architectural personnel in:
- .01 Assistance to the Owner in development and preparation of bidding and procurement information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Construction Manager
 - .02 Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
 - .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
 - .04 Coordination of the development of Specifications by other disciplines
 - .05 Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

BIDDING OR NEGOTIATION SERVICES

- .32 Bidding Materials services consisting of organizing and handling Bidding Documents for:
- .01 Coordination
 - .02 Reproduction
 - .03 Completeness review
 - .04 Distribution
 - .05 Distribution records
 - .06 Retrieval
 - .07 Receipt and return of document deposits
 - .08 Review, repair and reassembly of returned materials.
- .33 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- .34 Bidding/Negotiation services consisting of:
- .01 Assistance to Owner in establishing list of Bidders or proposers
 - .02 Prequalification of Bidders or proposers
 - .03 Participation in pre-bid conferences
 - .04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
 - .05 Attendance at bid opening(s)
 - .06 Documentation and distribution of bidding results.
- .35 Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
- .36 Special Bidding services consisting of:
- .01 Attendance at bid openings, participation in negotiations, and documentation of decisions for multiple contracts or phased Work
 - .02 Technical evaluation of proposals for building systems

- .03 Participation in detailed evaluation procedures for building systems proposals.
- .37 Bid Evaluation services consisting of:
 - .01 Validation of bids or proposals
 - .02 Participation in reviews of bids or proposals
 - .03 Evaluation of bids or proposals
 - .04 Recommendation on award of Contract(s)
 - .05 Participation in negotiations prior to or following decisions on award of the Contract(s).
- .38 Contract Award services consisting of:
 - .01 Notification of Contract award(s)
 - .02 Assistance in preparation of construction contract Agreement forms for approval by Owner
 - .03 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
 - .04 Receipt, distribution and processing, for Owner's approval, of required certificates of insurance, bonds and similar documents
 - .05 Preparation and distribution to Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.

CONTRACT ADMINISTRATION SERVICES

- .39 Submittal Services consisting of:
 - .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents
 - .02 Distribution of submittals to Owner, Construction Manager and/or Architect's field representative as required
 - .03 Maintenance of master file of submittals
 - .04 Related communications.
- .40 Observation Services consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.
- .41 Project Representation consisting of selection, employment and direction of:
 - .01 Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be as described in the edition of AIA Document B352 current as of the date of this Agreement or as set forth in an exhibit to be incorporated in this Agreement under Article 1.6.
- .42 Testing and Inspection Administration relating to independent inspection and testing agencies, consisting of:
 - .01 Administration and coordination of field testing required by the Contract Documents
 - .02 Recommending scope, standards, procedures and frequency of testing and inspections
 - .03 Arranging for testing and inspection on Owner's behalf
 - .04 Notifying inspection and testing agencies of status of Work requiring testing and inspection
 - .05 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
 - .06 Review of reports on inspections and tests and notifications to Owner and Construction Manager of observed deficiencies in the Work.
- .43 Supplemental Documentation services consisting of:
 - .01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner

- .02 Forwarding Owner's instructions and providing guidance to the Construction Manager on the Owner's behalf relative to changed requirements and schedule revisions.
- .44 Quotation Requests/Change Orders consisting of:
 - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified
 - .02 Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials
 - .03 Review and recommendations relative to changes in time for Substantial Completion
 - .04 Negotiations with Construction Manager on Owner's behalf relative to costs of Work proposed to be added, deleted or modified
 - .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction
 - .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.
- .45 Contract Cost Accounting services consisting of:
 - .01 Maintenance of records of payments on account of the Contract Sum and all changes thereto
 - .02 Evaluation of Applications for Payment and certification thereof
 - .03 Review and evaluation of expense data submitted by the Construction Manager for Work performed under cost-plus-fee arrangements.
- .46 Furniture, Furnishings and Equipment Installation Administration consisting of:
 - .01 Assistance to the Owner in coordinating schedules for delivery and installation of the Work
 - .02 Review of final placement and inspection for damage, quality, assembly and function to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.
- .47 Interpretations and Decisions consisting of:
 - .01 Review of claims, disputes or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents
 - .02 Rendering written decisions within a reasonable time and following the procedures as set forth in the General Conditions of the Contract for Construction, AIA Document A201, current as of the date of this Agreement, or the General Conditions of the Contract for Furniture, Furnishings and Equipment, AIA Document A271, current as of the date of this Agreement, for Resolution of Claims and disputes.
- .48 Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
 - .01 A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected
 - .02 Determination of the amounts to be withheld until final completion
 - .03 Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)
 - .04 Issuance of Certificate(s) of Substantial Completion
 - .05 Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance
 - .06 Notification to Owner and Construction Manager of deficiencies found in follow-up inspection(s), if any
 - .07 Final inspection with the Owner's representative to verify final completion of the Work
 - .08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens
 - .09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)

- .10 Issuance of final Certificate(s) for Payment.

POST-CONTRACT SERVICES

- .49 Maintenance and Operational Programming services consisting of:
 - .01 Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment
 - .02 Arranging for and coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives
 - .03 Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.
- .50 Start-Up Assistance consisting of:
 - .01 On-site assistance in the operation of building systems during initial occupancy
 - .02 Assistance in the training of the Owner's operation and maintenance personnel in proper operations, schedules and procedures
 - .03 Administration and coordination of remedial work by the Construction Manager after final completion.
- .51 Record Drawing services consisting of:
 - .01 Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
 - .02 Review of general accuracy of information submitted and certified by the Construction Manager
 - .03 Preparation of record drawings, based on certified information furnished by the Construction Manager
 - .04 Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.
- .52 Warranty Review consisting of:
 - .01 Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty
 - .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
 - .03 Documenting defects or deficiencies and assisting the Owner in preparing instruction to the Construction Manager for correction of noted defects.
- .53 Post-Contract Evaluation consisting of a Project inspection at least one year after completion of the Work; review with appropriate supervisory, operating and maintenance personnel, and analysis of operating costs and related data for evaluation of:
 - .01 The initial Project programming versus actual facility use
 - .02 The functional effectiveness of planned spaces and relationships
 - .03 The operational effectiveness of systems and materials installed.

PART 3 - DESCRIPTIONS OF ADDITIONAL SERVICES

ADDITIONAL SERVICES

- .54 Special Studies consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:
 - .01 Master planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase
 - .02 Providing special studies for the project such as analyzing acoustical or lighting requirements, record retention, communications and security systems.

- .55 Tenant-Related Services consisting of design and documentation services for tenants or potential tenants relating to:
 - .01 Space planning, partition and furnishings locations, and furniture and equipment layouts
 - .02 Material and color selections and coordination
 - .03 Adaptation of mechanical, electrical and other building systems to meet tenant needs
 - .04 Preliminary estimate of Construction Cost.
- .56 Special Furnishings Design services relating to Architect-designed special furnishings and/or equipment incorporated into or provided for the Project and consisting of:
 - .01 Design and documentation
 - .02 Specifications or standards
 - .03 Management of procurement
 - .04 Coordination of installation
 - .05 Purchase on the Owner's behalf.
- .57 Furniture, Furnishings and Equipment Services relating to equipment and furnishings not incorporated into the construction of the Project and consisting of:
 - .01 Establishment of needs and criteria
 - .02 Preparation of requirements, Specifications and bidding or purchasing procedures
 - .03 Management of procurement
 - .04 Coordination of delivery and installation.
- .58 Special Disciplines Consultation, consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list and as more specifically described in Article 1.6, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
 - .01 Acoustics
 - .02 Audio-Visual
 - .03 CPM Scheduling
 - .04 Code Interpretation
 - .05 Communications
 - .06 Computer Technology
 - .07 Concrete
 - .08 Cost Estimating
 - .09 Demography
 - .10 Display
 - .11 Ecology
 - .12 Economics
 - .13 Editorial
 - .14 Elevators/Escalators
 - .15 Fallout Shelters
 - .16 Financial
 - .17 Fire Protection
 - .18 Food Service
 - .19 Insurance
 - .20 Historic Preservation
 - .21 Legal
 - .22 Life Safety
 - .23 Lighting
 - .24 Management
 - .25 Materials Handling
 - .26 Psychology
 - .27 Public Relations
 - .28 Radiation Shielding
 - .29 Real Estate

- .30 Reprographics
- .31 Safety
- .32 Sociology
- .33 Soils/Foundation
- .34 Space Planning
- .35 Specifications
- .36 Traffic/Parking
- .37 Transportation
- .38 Security
- .39 Record Retention

- .59 Special Building Type Consultation, consisting of retaining, directing and coordinating the work of special building type consultants whose specialized training, experience and knowledge relative to the requirements, planning and design of the Project are required for the Project.

- .60 Fine Arts and Crafts services relating to acquisition of fine arts or crafts to be a part of the Project and consisting of:
 - .01 Consultations on selection, commissioning and/or execution
 - .02 Design integration
 - .03 Managing procurement
 - .04 Purchasing fine arts or crafts on the Owner's behalf.

- .61 Graphic Design services consisting of:
 - .01 Design and selection of interior and exterior signs and identifying symbols
 - .02 Material and color selections and coordination
 - .03 Documentation of requirements for procurement of graphics work
 - .04 Managing procurement of graphics work
 - .05 Coordination of delivery and installation.

- .62 Renderings relating to graphic pictorial representations, as required by the Owner, of the proposed Project and consisting of:
 - .01 Black and white elevation view(s)
 - .02 Black and white perspective view(s)
 - .03 Elevation view(s) in color
 - .04 Perspective view(s) in color.

- .63 Model Construction consisting of preparation of:
 - .01 Small-scale block model(s) showing relationship of structure(s) to site
 - .02 Moderate-scale block model(s) of structure(s) designed for the Project
 - .03 Moderate-scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design
 - .04 Large-scale models of designated interior or exterior components of the Project.

- .64 Still Photography consisting of:
 - .01 Documentation of existing conditions
 - .02 Aerial site photography
 - .03 Photographic recording for study purposes of facilities similar to the Project
 - .04 Periscopic photography of models for the Project
 - .05 Presentation photography of renderings(s) and model(s) for the Project
 - .06 Construction progress photography
 - .07 Architectural photography of the completed Project.

- .65 Motion Pictures and Videotape services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.

- .66 Life Cycle Cost Analysis consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:
 - .01 A given planning and design solution for the Project
 - .02 Alternative planning and design solutions for the Project
 - .03 Selected systems, subsystems or building components proposed for the Project.
- .67 Value Analysis consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining value for the Owner.
- .68 Energy Studies consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's consideration.
- .69 Quantity Surveys consisting of:
 - .01 A detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations
 - .02 Making investigations, inventories of materials or furniture, furnishings and equipment, or valuations and detailed appraisals of existing facilities, furniture, furnishings and equipment, and the relocation thereof.
- .70 Detailed Cost Estimating services consisting of:
 - .01 Development, when the Contract Documents are approximately 90% complete, of a Detailed Estimate of the Cost of the Work based on quantity take-offs and unit cost pricing of materials, labor, tools, equipment and services required for the Work plus estimates for the Construction Manager's supervision cost, Work required by General and Supplementary Conditions, and an allowance for a reasonable Construction Manager's overhead and profit; or
 - .02 Continuous development during all phases of design and documentation, of an Estimate of the Cost of the Work for the purpose of greater cost control, culminating in a Detailed Estimate of the Cost of the Work or detailed quantity surveys or inventories of material, equipment and labor.
- .71 Environmental Monitoring services consisting of:
 - .01 Monitoring of air, water and other designated components of the environment to establish existing conditions, and the preparation of related analyses and reports.
- .72 Expert Witness services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- .73 Materials and Systems Testing relating to testing of components of the completed Project for conformance with Contract requirements and consisting of:
 - .01 Establishment of requirements
 - .02 Procurement of testing services
 - .03 Monitoring testing
 - .04 Review, analysis and reporting of testing results.
- .74 Demolition Services consisting of:
 - .01 Preparation of Contract Documents for demolition of existing structures
 - .02 Managing the bidding/negotiation/award process
 - .03 Providing field observation and general administration services during demolition.
- .75 Mock-Up Services relating to the construction of full-size details of components of the Project for study and testing during the design phases and consisting of:
 - .01 Design and documentation for the required mock-up(s)
 - .02 Management and coordination of pricing and contracting for mock-up services
 - .03 Construction administration of mock-up construction activities

- .04 Arrangements for testing and monitoring performance of mock-up(s)
 - .05 Administration of testing and monitoring services
 - .06 Review, analysis and reporting of results of testing and monitoring services.
- .76 Coordination of Designated Services with those of non-design professionals, such as economists, sociologists, attorneys and accountants, consisting of:
- .01 Preparation of economic studies
 - .02 Condominium documentation
 - .03 Sociological impact studies.
- .77 Furniture, Furnishings and Equipment Purchasing/Installation, consisting of:
- .01 Purchasing furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner
 - .02 Receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation
 - .03 Providing services including travel for the purpose of evaluating materials, furniture, furnishings and equipment proposed for the Project.
- .78 Computer Applications consisting of computer program development and/or computer program search and acquisition, plus on-line computer time charges, for:
- .01 Programming
 - .02 Economic feasibility
 - .03 Financial analysis
 - .04 Site analysis
 - .05 Construction cost estimating
 - .06 Detailed Project scheduling
 - .07 Market analysis
 - .08 Architectural analysis and design
 - .09 Structural analysis and design
 - .10 Mechanical analysis and design
 - .11 Electrical analysis and design
 - .12 Production of Drawings
 - .13 Construction cost accounting
- .79 Project Promotion/Public Relations relating to presentation of the Project to the public or identified groups and consisting of:
- .01 Preparation of press releases
 - .02 Preparation of special brochures and/or promotional pieces
 - .03 Assistance in production and distribution of promotional materials
 - .04 Presentations at public relations and/or promotional meetings.
- .80 Leasing Brochures, including preparation of special material to assist the Owner in leasing the Project and consisting of:
- .01 Design
 - .02 Preparation of illustrations and text
 - .03 Arranging for and managing production.
- .81 Pre-Contract Administration/Management, consisting of:
- .01 Evaluating feasibility of Owner's program, schedule and budget for the Work, each in terms of the other
 - .02 Preparing, updating and monitoring Detailed Project Schedule, including services and contract Work, identifying critical and long-lead items
 - .03 Preparing, updating and monitoring Detailed Estimates of the Cost of the Work prior to completion of each design phase.
 - .04 Assisting the Owner in selecting, retaining and coordinating the professional services of surveyors, testing labs and other special consultants as designated

- .05 Assisting the Owner in evaluating relative feasibility of methods of executing the Work, methods of project delivery, availability of materials and labor, time requirements for procurement, installation and delivery, and utilization of the site for mobilization and staging
- .06 Assisting the Owner in determining the method of contracting for the Work; evaluating single versus multiple contracts; advising on categories of separate contracts and provisions for coordinating responsibilities.
- .82 Extended Bidding services, consisting of:
 - .01 Developing Bidders' interest in Project and establishing bidding schedules
 - .02 Receiving and analyzing bids and recommend Owner's acceptance or rejection of bids
 - .03 Advising the Owner on acceptance of Construction Manager
 - .04 Conducting pre-award conferences.
- .83 Extended Contract Administration Management, consisting of:
 - .01 Assisting Owner in obtaining building permits
 - .02 Updating and monitoring actual costs against estimates of final cost; assisting Owner in monitoring cash flow
 - .03 Providing a detailed schedule showing time periods for each Construction Manager, including long-lead items and Owner's occupancy requirements; updating and monitoring periodically; recommending corrective action when required
 - .04 Endeavoring to achieve satisfactory performance of Construction Manager through development and implementation of a quality control program; assisting Owner in determining compliance with schedule, cost and Contract Documents
 - .05 Scheduling and conducting periodic project meetings with the Owner, Construction Manager and Subcontractors
 - .06 Assisting Owner in maintaining cost accounting records
 - .07 Maintaining a daily log including conditions at site and job progress, periodically indicating percentage of completion of each contract
 - .08 Assisting the Owner in coordinating and scheduling activities of the separate Contractors
 - .09 Maintaining and periodically update a record of all significant changes made during construction; maintain record copies of Contract Documents; maintaining samples and lay-out drawings at the job site.
- .84 Extended Construction Management Services
- .85 Food Service and Equipment Planning Services:
 - .01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for food service equipment
 - .02 During the Design Development Phase consisting of continued development and expansion of food service equipment Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for food service equipment
 - .03 During the Contract Documents Phase consisting of preparation of final food service and equipment Drawings and Specifications based on approved Design Development Documents, setting forth in detail the food service and equipment construction requirements for the Project.
- .86 Vertical Transportation Planning:
 - .01 Coordinate design with elevator vendor(s) to review and establish Project criteria
 - .02 Prepare specifications based on established criteria and Owner's approval
- .87 Laundry Equipment Planning:

- .01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for laundry equipment
- .02 During the Design Development Phase consisting of continued development and expansion of food service equipment Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for laundry equipment
- .03 During the Contract Documents Phase consisting of preparation of laundry equipment Drawings and Specifications based on approved Design Development Documents, setting forth in detail the laundry equipment construction requirements for the Project.
- .88 Materials Handling Planning
- .89 Security Systems Planning:
 - .01 Establish Design-Build Criteria
 - .02 Preparation and inclusion of performance specification section
 - .03 Power and communication pathways and wiring to be included in construction drawings
- .90 Disaster Recovery Planning
- .91 Signage / Audio Visual Design Selection & Procurement:
 - .01 Regulatory Signage
 - .02 Wayfinding Signage
 - .03 Design of Donor Signage as an Additional Service
 - .04 Design of Exterior Building signs and other miscellaneous signage as an Additional Service
 - .05 Site Signage included (regulatory signage only)
 - .06 Audio visual design
 - .07 Building brand signage locations only to be identified and mounting locations and wiring/pathways to be identified (design of building brand signage as an additional service)
- .92 Electrical Data and Systems Planning
- .93 Sustainable Design Documentation
 - .01 LEED v4 Gold Certification
 - .02 Energy Modeling
 - .03 Daylight Modeling

EXHIBIT B
Schedule of Value for Architect's Services

The Schedule of Values for Architect's Services included in this exhibit is the basis for Pay Application review and approval, requests for changes, and adherence to milestone delivery commitments.

ACCT CODE	CATEGORY	SYSTEM	HOURS	COST \$
L020001	PROFESSIONAL SERVICES	ARCHITECTURAL DESIGN (GEN)		
L020100	PROFESSIONAL SERVICES	CONCEPTUAL DESIGN		
L020200	PROFESSIONAL SERVICES	SCHEMATIC DESIGN		TBD
L020300	PROFESSIONAL SERVICES	DESIGN DEVELOPMENT		
L020400	PROFESSIONAL SERVICES	CONSTRUCTION DOCUMENTS		TBD
L020500	PROFESSIONAL SERVICES	ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION		
L020600	PROFESSIONAL SERVICES	CONTRACT ADMINISTRATION		TBD
L020700	PROFESSIONAL SERVICES	ARCHITECT REIMBURSEABLE EXPENSES		NO GREATER THAN \$10,000
L030001	PROFESSIONAL SERVICES	ENGINEERING (GEN)		
L030100	PROFESSIONAL SERVICES	CIVIL ENGINEERING		
L030200	PROFESSIONAL SERVICES	STRUCTURAL ENGINEERING		TBD
L030300	PROFESSIONAL SERVICES	MEP ENGINEERING (GEN)		TBD
L030400	PROFESSIONAL SERVICES	MECHANICAL ENGINEERING		
L030500	PROFESSIONAL SERVICES	ELECTRICAL ENGINEERING		
L040100	PROFESSIONAL SERVICES	INTERIORS CONSULTANT		
L040200	PROFESSIONAL SERVICES	AUDIO/VISUAL CONSULTANT		
L040300	PROFESSIONAL SERVICES	LANDSCAPE DESIGN		
L040400	PROFESSIONAL SERVICES	IRRIGATION DESIGN		
L040500	PROFESSIONAL SERVICES	ACOUSTICAL DESIGN		
L040600	PROFESSIONAL SERVICES	LIGHTING DESIGN		

L040700	PROFESSIONAL SERVICES	ENVIRONMENTAL CONSULTANT		
L040800	PROFESSIONAL SERVICES	FOOD SERVICE CONSULTANT		
L040900	PROFESSIONAL SERVICES	FURNITURE CONSULTANT		
L041000	PROFESSIONAL SERVICES	PARKING CONSULTANT		
L041100	PROFESSIONAL SERVICES	ENERGY CONSULTANT/AUDITOR		
L041200	PROFESSIONAL SERVICES	OTHER SPECIALTY CONSULTANTS		TBD

EXHIBIT B
Architect's Invoicing Schedule

EXHIBIT C
Architect's Project Team & Responsibility Matrix

HDR Project Team:

Matt Whaley	Project Principal
John Dineen	Project Manager
Kevin Augustyn	Design Architect
Corie Deschant	Interiors Lead
Don Foster	Lead Mechanical
Andy Wilson	Lead Electrical

Subconsultants:

Margaret Sullivan	Library Consultant
Alyson Kritz	Library Consultant

EXHIBIT D
Architect and Consultant's Hourly Billing Rates

Hourly Billing Rates are all-inclusive except for Reimbursable Expenses outlined above and are valid without adjustment through the duration of the Project. Compensation for additional services shall be discussed and mutually agreed upon with the owner on an as needed basis.

FIRM	ROLE	BILLING RATE/HR	
HDR Architecture Inc.	Project Principal	\$253.71	
HDR Architecture Inc.	Project Design Architect	\$139.05	
HDR Architecture Inc.	Interiors Designer	\$108.93	
HDR Architecture Inc.	Project Architect Sr.	\$149.21	
HDR Architecture Inc.	Section Manager Team Leader	\$182.88	
HDR Architecture Inc.	Interior Design Coordinator	\$106.40	
HDR Architecture Inc.	Structural Engineer	\$120.14	
HDR Architecture Inc.	BIM Specialist (struct)	\$117.67	
HDR Architecture Inc.	Mechanical Engineer	\$157.80	
HDR Architecture Inc.	BIM Specialist (mech)	\$130.09	
HDR Architecture Inc.	Electrical Engineer	\$172.01	
HDR Architecture Inc.	EIT Electrical	\$125.91	
HDR Architecture Inc.	BIM Specialist (elec)	138.10	
HDR Architecture Inc.	Lighting Designer	\$190.03	
HDR Architecture Inc.	Landscape Architect	\$101.90	
HDR Architecture Inc.	Noise Specialist Sr.	\$211.38	
HDR Architecture Inc.	Project Facilitator	\$105.93	
HDR Architecture Inc.	Clerk	\$115.62	
HDR Architecture Inc.	Project Accountant	\$109.50	
HDR Architecture Inc.	Fire & Life Safety Director	\$253.71	
Margaret Sullivan Studio	Library Consultant Sr.	\$TBD	
Margaret Sullivan Studio	Library Consultant	\$TBD	

EXHIBIT E
Delivery Milestones for Architect's Services

PROJECT MILESTONES	OBLIGATED DELIVERY DATE	ESTIMATED ARCHITECT HOURS	ESTIMATED DURATION (WORK DAYS)
Programming Complete	TBD		
SD/DD Complete	TBD		
CD Complete	TBD		
Construction Commencement	TBD		
Substantial Completion	TBD		
Expiration of Warranty Phase	TBD		