THE CITY OF KENOSHA
CHART A BETTER COURSE

CITY DEVELOPMENT

TO: Mayor John M. Antaramian
Members of the Common Council
Finance Committee
Public Works Committee

FROM: Tim Casey, City Development TMC

RE: **Recommendation of a contract with EUA Architects for Design and Engineering Services for the Innovation Center at Kenosha Innovation Neighborhood.**

DATE: February 23, 2023

The City of Kenosha has led the planning efforts and development work for the Kenosha Innovation Neighborhood for the last several years. One of the first two buildings to be built at KIN will be an Innovation Center that will be a focal point, welcome center, house entrepreneurial development efforts, provide space for KIN staff and other partners, and provide lease space for start up and other businesses.

In April of 2022 – Five qualified architectural firms were invited to propose a conceptual design for the Innovation Center. The firms were Continuum Architects, Eppstein Uhen Architects (EUA), Smith Group, Strang Architects and Zimmerman Architectural Studios.

In May of 2022 – All five firms presented their design concepts to a review committee comprised of the Mayor, City Administrator, Director of City Development and KIN board members Art Harrington and Heather Wessling. This committee carefully reviewed the design concepts and chose two finalists: EUA and Zimmerman.

In June of 2022 – EUA and Zimmerman presented their design concepts to KIN Board Members Debbie Ford, Mark Fedyk, Tim Mahone, and Anthony Jefferson, as well as Mayor Anataramian and The Director of City Development. After considerable discussion of the design alternatives, the consensus choice was the EUA design.

City Staff has met several times with EUA Architects and developed a scope of services that includes HVAC, plumbing, fire protection, electrical, structural, and civil engineering services, as well as complete architectural design and landscape architectural services.

Staff recommends that the City enter into a contract with EUA Architects in the amount of $1,077,500 for Architectural Design, Landscape Architecture and Engineering Services for the Innovation Center.

Please contact me at 653-4035 or tcasey@kenosha.org if you have any questions.

TC:llb
Attachment

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « Twenty Third » day of « February » in the year « Two Thousand Twenty-Three »
(In words, indicate day, month and year.)

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

« City of Kenosha »« »
« 625 52nd Street, Room 308 »
« Kenosha, Wisconsin 53140 »
« »

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

«Eppstein Uhen Architects, Inc. (EUA) »« »
« 333 East Chicago Street »
« Milwaukee, Wisconsin 53202 »
« »

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

«Project Name: Kenosha Innovation Center »
«Architect's Project Number: 222335-01 »
«Project Description: The new Kenosha Innovation Center Project consists of approximately 59,000 sf of office and support space for technology and entrepreneurship incubators. The square footage breakdown per floor is:

- 1st Floor= 12,000 sf
- 2nd Floor= 28,000 sf
- 3rd Floor= 19,000 sf

The Project Site is located on 26th Avenue between 55th and 56th Street and consists of approximately 4 Acres in the Kenosha Innovation Neighborhood.

»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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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.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The building will be comprised of a two (2)-story north wing and three (3)-story west wing. The structural system will consist of steel columns, roof and floor beams; the elevated slab construction will be comprised of composite metal deck and concrete. Building foundations will consist of conventional spread footings. The exterior wall cladding will consist of aluminum and glass curtainwall and terra cotta rain screen panels. A trellis structure will be provided on the roof of the north wing for support of a PV array.

A three (3)-story atrium with a monumental stair and smoke control system in compliance with IBC Section 909 will be provided.

The first floor and the atrium areas shall be fully finished out. The second and third floor areas outside the limits of the atrium will be "grey boxed"- pendant sprinklers, code minimum lighting, and primary HVAC loops will be provided; ceiling, wall, and floor finishes will not be installed. Bathrooms on the first through third floors will be fully finished out.

The Heating Ventilating and Air Conditioning (HVAC) System will consist of an overhead ducted variable volume system with a ceiling plenum return, gas fired roof top mechanical units, and a hot water heating system.

The low voltage systems for the project are assumed to include the following:
- Security will include an access control system and CCTV cameras.
- Audio Visual systems – Monitors will be provided in collaboration spaces on the first floor.

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• Data cabling connecting IDF/ MDF rooms to equipment and outlets throughout finished areas of the project.

The project will incorporate sustainable design features including the specification of high-performance exterior glass, energy efficient plumbing fixtures, energy efficient lighting and photovoltaics. Sustainable design features like geothermal, green roofs, water reclamation, and water re-use are currently not included in the project scope. LEED and WELL Building Certification will not be pursued.

The site is served by a remote regional retention pond located to the south and east of the site. Site improvements will include landscape plantings, a tiered plaza for outdoor performances, and a surface parking lot. It is EUA's understanding that the site does not require any environmental remediation. »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« The Project Site is located on 26th Avenue between 55th and 56th Street and consists of approximately 4 Acres in the Kenosha Innovation Neighborhood. »

§ 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.)

« Construction Cost
The estimated cost of construction for the conceptual design is $21,884,100.00 (this includes $ 251,428.00 for the roof top trellis that will support the PV array). »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« Schematic Design Completion- March 2023
Design Development Completion- May 2023
Construction Document Completion- November 2023 »

.2 Construction commencement date:

«December 2023 »

.3 Substantial Completion date or dates:

« December 2024 »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Bidding. Architect's basic services include one (1) bid package. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None« »

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§ 1.1.6.1 Intentionally deleted.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Name: Tim Casey »
«Title: Director of City Development »
«Business/Entity: City of Kenosha »
«Address: 625 52nd St., Room 308, Kenosha, WI 53140 »
«Email: »
«Phone: »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«None »

The individual or entity identified in this Section 1.1.8 shall be included in references to the Owner in this Agreement and all terms applicable to the Owner shall also apply to such individual or entity. The Architect shall have the right to rely on the accuracy, completeness, and timeliness of services, information, direction, decisions, and approvals furnished by such individual or entity to the same extent the Architect may rely on the same from the Owner as set forth in this Agreement.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«Terracon »« »
«9856 S. 57th St.
Franklin WI 53132 »
« »
« »
« »

.2 Survey:

«Kapur »« »
«400 E Wisconsin Ave
Milwaukee WI 53202 »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

«Name: Peter Kucha »
«Title: Senior Project Manager : Principal »
«Business / Entity: Eppstein Uhen Architects, Inc. »
«Address: 333 East Chicago St., Milwaukee, WI 53202 »
«Email: peterk@eua.com »

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«Phone: 414-291-8190 »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Graef-USA »« »
«125 South 84th Street, Suite 401 »
« Milwaukee, WI 53214-1470 »
« Beau M. Sanders, P.E. »
« Email: **beau.sanders@graef-usa.com**
Phone: 414-266-9051 »

.2 Civil Engineer and Landscape Architecture:

« Kapur »« »
« 7711 N. Port Washington Road »
« Milwaukee, WI 53217 »
« Thomas R. Perez, PE »
« Email: tperez@kapurinc.com
Phone: 414-751-7224 »

.3 Electrical, Plumbing, Fire Protection (Scope Services), and HVAC Engineer:

« IBC Engineering »« »
« N8 W22195 Johnson Drive, Suite 180 »
« Waukesha, WI 53186 »
« Thomas J. King, RD, LEED AP »
« Email: tomk@ibcengineering.com
Phone: 262-522-4417 »

.4 Facility Value Management – Construction Estimating:

« 21100 Enterprise Avenue
Brookfield WI 53045
Dan Cole
PH: 262-780-9110»« »
« »
« »
« »
« »

.5 Audio Visual Design:

« TBD »« »
« »
« »
« »
« »

.6 Atrium 3-D Smoke Modeling:

« »« »
« »
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« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

§ 1.1.12 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 the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form in a document as agreed to between the parties.

§ 1.3.1 The Architect shall utilize building information modeling on the Project for the sole purpose of fulfilling its obligations set forth in this Agreement without an expectation that the model will be relied upon by the Owner or the Owner's other consultants or contractors. Any use of, or reliance on, all or a portion of a building information model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 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 maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « one million dollars » ($ « 1,000,000 ») for each occurrence and « two million dollars » ($ « 2,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « one million dollars » ($ « 1,000,000 ») combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « one million dollars » ($ « 1,000,000 ») each accident, « one million dollars » ($ « 1,000,000 ») each employee, and « one million dollars » ($ « 1,000,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « five million dollars » ($ « 5,000,000 ») per claim and « ten million dollars » ($ « 10,000,000 ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and shall also include all the items set forth in Exhibit "A" Scope of Work attached hereto.

Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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 for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 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.

§ 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 review the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and 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 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 discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Intentionally deleted.

§ 3.2.5 Based on the Owner's approval of the preliminary design prepared by the Architect during the design competition phase of the project, 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 representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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 program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's review and written approval.

§ 3.2.8

§ 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, 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 architectural, structural, mechanical and

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electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and request the Owner's review and written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor 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.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall, if requested, assist the Owner and the Construction Manager or General Contractor in the development and preparation of the form of agreement between the Owner and Contractor and the Conditions of the Contract for Construction (General, Supplementary and other Conditions). 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 Intentionally deleted.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5, and request the Owner's review and written approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, if requested, assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** providing the electronic form of Bidding Documents to the Owner to distribute to prospective bidders;
- **.2** if requested, participating in a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** if requested, participating in the opening of the bids.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Intentionally deleted.

§ 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 Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, 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 Contractor'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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect certifies the final amount due the Contractor.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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 Contractor, 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.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor. 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 Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The certification of an amount due the Contractor 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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 Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, 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 the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order 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. Subject to Section 4.2, the Architect shall prepare Construction Bulletins for the Owner's approval and execution in accordance with the Contract Documents. The Owner's Construction Manager or General Contractor shall prepare Change Orders and Construction Change Directives.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** review and certify the final amount due the Contractor based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 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 Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (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 Contractor under the Contract Documents.

§ 3.6.6.5 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, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming and operational visioning	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Cost estimating	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Intentionally deleted	
§ 4.1.1.15 Intentionally deleted	
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning / security system design	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design, procurement, or coordination	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided
§ 4.1.1.31 Food service/kitchen design	Not Provided
§ 4.1.1.32 Energy modeling	Not Provided
§ 4.1.1.33 Signage/wayfinding	Not Provided
§ 4.1.1.34 Auditorium design	Not Provided
§ 4.1.1.35 Aquatics center design	Not Provided
§ 4.1.1.36 Acoustical consulting	Not Provided
§ 4.1.1.37 Equipment (including medical equipment, if any) planning, scheduling, and documentation.	Not Provided
§ 4.1.1.38 Designing to, or pursuit of, third-party certifications including (but not limited to) LEED, WELL, Fitwel, and Parksmart certifications.	Not Provided
§ 4.1.1.39 Evidence based design	Not Provided
§ 4.1.1.40 Environmental Branding	Not Provided
§ 4.1.1.41 Third-Party Review of Building Envelope	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.42 Advanced renderings - renderings or images which are created, enhanced, or developed through additional processing with either Sketchup or Revit add-ons, third party software, or from a third-party rendering consultant. Includes photorealistic renderings and images.	Not Provided
§ 4.1.1.43 3D visualizations, flythrough, virtual reality (VR), and animations	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 Intentionally deleted.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.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** Preparing digital models or other design documentation 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;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction;

.11 Non-standard certifications required by the Owner, Owner's lender, governmental agencies, inspectors, or other parties where providing such certification requires additional studies, calculations, surveys, information, or other material effort on the part of the Architect or the Architect's Consultants; or,

.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, Construction Change Directives, and Construction Bulletins that require evaluation of Contractor'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; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 Contractor

.2 A maximum of forty (40) visits to the site by the Architect during construction

.3 « one » (« 1 ») inspections of the Work, or substantial portion thereof, to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 « one » (« 1 ») inspection of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «Twenty-four » (« 24 ») 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.

§ 5.2 The Owner shall establish 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 shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the

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Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.2.1 At the start of project design the Architect recommends the Owner establish a design contingency of at least 5% of the overall construction cost. This contingency is established to resolve unforeseen issues during initial design and any additional project costs due to information or aspects of the Project not known or otherwise excluded at the time the initial project budget is established.

§ 5.2.2 At the start of construction, the Architect recommends the Owner establish a construction contingency of at least 5% to cover changes in site conditions, gas, telephone, and electrical connection costs, dimension variances, construction variances, changes in Owner needs, upgrading of materials, code compliance, coordination, and similar. A contingency of 10% is recommended in complex, fast track, or remodeling projects.

§ 5.3 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.

§ 5.4 The Owner 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 other 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include 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.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally deleted.

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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§ 5.13 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 Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 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.

§ 5.16 The Owner agrees to complete its review and provide written approval of the documents at the completion of the Schematic Design, Design Development, and Construction Document phases within five (5) business days of receipt of the documents. Owner's review and written approval shall not be unreasonably withheld or delayed. The Architect shall not proceed to the next phase without receiving Owner's written approval. Should the Owner require more time for review and approval, Architect reserves the right to adjust the project schedule accordingly. The Owner understands and acknowledges that delays in reviewing and providing written approval of the documents may have a substantial impact on the project schedule and budget. The Architect shall have no liability to the Owner for delay or damages caused, through no fault of the Architect, by delays in the Owner's review and approval of the documents.

§ 5.17 Owner represents that the individual providing written approval of the documents, if not the Owner's representative identified in Section 1.1.7, has the necessary authority and authorization to act on the Owner's behalf with respect to the approval of the documents.

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, including project alternates, and shall include contingencies for changes in the Work, costs for land surveys and geotechnical services, contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. The Architect's evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work, prepared by the Architect , represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, as an Additional Service, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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.

§ 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, Specifications, and the digital model(s) developed for the Project, 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 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, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, 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, 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 under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. 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 A201–2017, General Conditions of the Contract for Construction. 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 and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The Architect shall indemnify 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 attorneys' 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. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.4 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.5 The Owner shall indemnify and hold the Architect and the Architect's Consultants and their respective officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, its employees and its consultants. The Owner's obligation to indemnify and hold the Architect and the Architect's Consultants and their respective officers and employees harmless does not include a duty to defend.

§ 8.1.6 Except for acts amounting to willful or intentional misconduct, neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the compensation to be paid pursuant to this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent 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 mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 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.)

[« X »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, 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.

§ 8.3 Arbitration
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 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 arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration 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.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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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 seven days' written notice to the Owner before suspending 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 Owner shall pay the Architect 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 or delays the Project, the Architect shall be compensated for services performed prior to notice of such suspension or delay. 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 and deadlines shall be equitably adjusted.

§ 9.2.1 The Owner acknowledges and understands that the Architect's services, compensation, and schedule under this Agreement have been developed based upon the available or expected project schedule. Deviation from such available or expected project schedule, or any unplanned suspension or delay, may have a substantial impact on the Architect's staffing, consultants, and proposed sequence of services. In addition to the terms under Section 9.2, in the event of a material suspension or delay, including any unplanned suspension or delay, not the sole fault of the Architect, the Architect reserves the right to make changes to the original project team, including consultants, as the Architect deems necessary. Changes necessary to accommodate deviations to the available or expected schedule and services impacted thereby may result in adjustments in the Architect's compensation or may be subject to Additional Services.

§ 9.3 If the Owner suspends or delays the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«TBD »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« TBD »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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 14 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 14 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. The Architect's provision of any non-standard certificates may be subject to Additional Services as provided under Section 4.2.1.11.

§ 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 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. The Architect has no professional liability or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services related to the investigation, detection, abatement, materials, or process containing asbestos and/or hazardous materials. The Owner agrees to bring no claim for negligence, breach of contract, indemnity, or otherwise against the Architect, his principals, employees, agents and consultants if such work in any way involves the Architect's services for the investigation of, or remedial work related to asbestos and/or hazardous materials in the project. The Owner agrees to defend, indemnify, and hold the Architect harmless from any asbestos and/or hazardous materials that may be brought by third parties.

§ 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 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 Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.7.1 The Architect may at times post photographs, renderings, or other artistic representations of the design and progress of the Project on the Architect's social media accounts. Photographs depicting Project progress may include meetings, site visits, product reviews, or other interactions. The Architect will not include any information which the Owner has designated as "confidential" or "business proprietary" in any posts about the design or progress of the Project. The Owner hereby grants permission to the Architect to take photos of the Project progress and post those images on the Architect's social media accounts. The Architect will make reference to the Owner and Project in each post.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

« For a Fixed Fee of One Million Seventy-Seven Thousand Five Hundred and No/100 Dollars ($1,077,500.00). » This amount includes the following allowances
Atrium 3-D Smoke Analysis- $ 40,000.00
Audio Visual Design - $ 25,000.00
Reimbursables- $ 21,500.00

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Supplemental Services in Section 4.1.1 may be available for the Project at the request of the Owner and would be compensated as an Additional Service under Section 11.3. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«As agreed to between Owner and Architect. If the Owner and Architect are unable to agree upon compensation for Additional Services compensation shall be based on the hourly rate ranges defined in Section 11.7. »

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent (« 10.00 »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« Twenty-five »	percent (	« 25 »	%)
Design Development Phase	« Twenty-eight »	percent (	« 28 »	%)
Construction Documents Phase	« Twenty-five »	percent (	« 25 »	%)
Procurement Phase	« Two »	percent (	« 2 »	%)
Construction Phase	« Twenty »	percent (	« 20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, 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 identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 are set forth below. The rates shall be adjusted annually 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 attached billing rate exhibit. »

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses, with the exception of state and local plan review and permit fees, are included in the Architect's compensation under Section 11.1. are

§ 11.8.2 State and local plan review and permit fees will be billed as a reimbursable expense at cost plus « ten » percent (« 10.00 » %).

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«Not applicable »

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 Intentionally deleted.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of 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.)

« 1.50 » % « per month »

Invoices outstanding past sixty (60) days are subject to the termination or suspension of services as provided under Section 9.1. Invoices not paid within ninety (90) days of the invoice date may be referred for collection. The Owner will be responsible for all expenses incurred by the Architect in the collection of any unpaid invoice, including actual attorneys' fees.

§ 11.10.2.2 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 contractors 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«**§ 12.1** All notices, demands, and other communications required herein to be in writing shall be deemed to have been duly delivered after being delivered or mailed by first class to the other party at the address specified on Page 1.

§ 12.2 Architect shall be recognized as Architect of Record for the project in press releases and at public gatherings and occasions such as the announcement of the project, ground breaking, dedication and occupancy.

§ 12.3 Multiple General Contractor involvement will be cause for revisions to the Architect's fee.

§ 12.4 If payments to the Architect are to be made from construction draws, Architect reserve the right to review the monthly pay requests to confirm the appropriate fees and interest, if any, are included.

§ 12.5 The Architect shall utilize documentation regarding existing site conditions furnished by the Owner in the preparation of the Architect's Instruments of Service and, in doing so, the Architect shall be entitled to rely on the accuracy and completeness of the information provided. If the existing conditions materially differ from the documentation furnished by the Owner the Architect shall have no responsibility for any costs or expense incurred by the Owner as a result of the differing conditions. In addition, if the Architect is required to make changes to the Architect's Instruments of Service the Owner shall compensate the Architect for such services as an Additional Service. The Owner will indemnify, defend, and hold harmless the Architect from and against any and all claims against the Architect arising out of or related to any existing site conditions.

§ 12.6 Inspection/Maintenance Program: In order to preserve the life expectancy of the building and site improvements, it is the responsibility of the Owner to initiate an ongoing preventative maintenance program. Materials and other surfaces subject to wear or weathering should be inspected, re-coated, replaced or repaired on a regular basis.

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§ 12.7 If the Owner issues a purchase order or other document internal to Owner for services provided by the Architect it shall be for the Owner's administrative purposes only and any terms and conditions accompanying the document will not be of any force or effect against the Architect. »

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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Intentionally deleted

« »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« X »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A- Scope of Work
« »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name, title, and license number, if required)*

DRAFT

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Kenosha Innovation Center
EXHIBIT A - SCOPE OF WORK

This Exhibit describes Eppstein Uhen Architect's (EUA) Scope of Work for the Kenosha Innovation Center Project for the Schematic Design, Design Development, Construction Documentation and Construction Administration Phases.

Architectural Design Services
The scope of services shall include the following:

- Peer review by EUA engineering staff of mechanical and electrical systems design.
- Schematic Design (SD)
  - Program Validation
  - Refinement of the building and site design submitted as part of the design competition
  - Preparation and issuance of Kenosha Innovation Neighborhood (KIN) Board Submittal
  - Preparation and issuance of Plan Commission Submittal
  - Issuance of Schematic Design Drawings and Basis of Design
  - Call-in to bi-weekly tele-conference meetings
  - Attendance at two (2) in person client meetings in Kenosha
  - Attendance at one (1) KIN Board Meeting
  - Attendance at one (1) Plan Commission Meeting
- Design Development (DD)
  - Refinement of approved SD design documents
  - Issuance of Design Development Drawings and Design Specifications
  - Call-in to bi-weekly tele-conference meetings
  - Attendance at one (1) in person client meeting in Kenosha
- Construction Documents (CD)
  - Issuance of Construction Drawings and Specifications
  - Issuance of Documents required for City of Kenosha plan approval
  - Call-in to bi-weekly tele-conference meetings
  - Attendance at two (2) in person client meetings in Kenosha
  - Provide cost and constructability input on in progress drawing
- Bidding and Construction Administration
  - Review of contractor bids
  - Forty (40) site visits and in person attendance at Construction Progress Meetings in Kenosha.
  - preparation of six (6) construction progress reports
  - Shop drawing review
  - Respond to Contractor RFI's
  - Prepare one (1) final punchlist

HVAC Engineering Services
The HVAC Consulting Engineer shall be engineer of record. The scope of services shall include the following:

- Schematic Design (SD)
    - Issuance of Schematic Design Drawings and Basis of Design
    - Prepare a narrative of various HVAC systems to include baseline roof top/hot water VAV; variable refrigerant flow; and centralized and distributed geothermal systems. The narratives will be used to develop cost estimates.
        - Prepare a matrix that describes the attributes of each alternative including space impacts, construction costs and factors important to the KIN group.
    - Prepare a life cycle cost analysis that assesses the total cost of owning and operating the systems - installation costs, energy costs and equipment replacement costs will be factored in.

    If the Kenosha Innovation Team selects an alternative to the baseline roof top/ hot water VAV system for incorporation into the Kenosha Innovation Center EUA will submit a fee modification for design development and construction documentation for that system.
- Design Development (DD)
    - Refinement of approved HVAC design concept
    - Issuance of Design Development Drawings and Design Specifications
- Construction Documents (CD)
    - Finalize HVAC Energy Model
    - Issuance of Construction Drawings and Specifications.
    - Issuance of Documents required for City of Kenosha plan approval
- Bidding & Construction Administration
    - Review of contractor bids
    - Attend three (3) contractor coordination meetings
    - Preparation of six (6) construction progress reports
    - Shop drawing review
    - Respond to Contractor RFI's
    - Prepare Punchlist
- Attendance at the following meetings (SD-CD)
    - Call in to four (4) tele-conference meetings

Plumbing Engineering Services
The Plumbing Consulting Engineer shall be engineer of record. The scope of services shall include the following:

- Schematic Design (SD)
    - Issuance of Schematic Design Drawings and Basis of Design
- Design Development (DD)
    - Development of approved plumbing engineering design
    - Issuance of Design Development Drawings and Design Specifications
- Construction Documents (CD)
    - Issuance of Construction Drawings and Specifications
    - Issuance of Documents required for City of Kenosha Plumbing Plan approval
- Bidding & Construction Administration
    - Review of Plumbing contractor bids
    - Attend two (2) contractor coordination meetings
    - Preparation of four (4) construction progress reports
    - Shop drawing review
    - Respond to Contractor RFI's

    - Prepare Punchlist
- Attendance at the following meetings (SD-CD)
    - Call-in to two (2) tele-conference meetings

Fire Protection Engineering Services
The Fire Protection Consulting Engineer shall provide design intent design documents. Under this scenario the installing fire protection contractor shall be the engineer of record for this portion of work. The scope of services shall include the following:

- Schematic Design (SD)
    - Issuance of Schematic Design Drawings and Basis of Design
- Design Development (DD)
    - Issuance of Design Development Drawings and Design Specifications
- Construction Documents (CD)
    - Issuance of Bid Drawings and Specifications to include
        - The incoming fire line size and location
        - Fire Pump performance criteria (if required)
        - Main piping routing between zones
        - Zone control and sprinkler density requirements
        - Hose valve cabinet and standpipe locations
- Bidding & Construction Administration
    - Review of Fire Protection contractor bids
    - Preparation of two (2) construction progress reports
    - Shop drawing review
    - Respond to Contractor RFI's
    - Prepare punchlist

Electrical Engineering Services
The Electrical engineer shall be engineer of record. The scope of services shall include the following:

- Electrical Power Design
- Electrical Lighting Design (interior and exterior)
- Fire Alarm Design
- Low voltage data cabling design
- Photovoltaics (PV) System Scope-design interface of building power equipment with PV system providers direct current wiring components. It is our understanding that the Department of Energy will be preparing Construction Documents of the (PV) system including drawings and specifications for bidding purposes.
- Schematic Design (SD)
    - Issuance of Schematic Design Drawings and Basis of Design
- Design Development (DD)
    - Refinement of approved electrical design concepts
    - Issuance of Design Development Drawings and Design Specifications
- Construction Documents (CD)
    - Issuance of Construction Drawings and Specifications.
    - Lighting submittal forms for AHJ approval
- Bidding & Construction Administration
    - Review of electrical bids
    - Attend three (3) contractor coordination meetings
    - Preparation of six (6) construction progress reports
    - Shop drawing review
    - Responses to Contractor RFI's
    - Prepare punchlist

- Attendance at the following meetings (SD-CD)
    - Call-in to six (6) tele-conference meetings

Structural Engineering Services
The structural engineer will be the engineer of record for the building superstructure (structural frame and foundations) and monumental atrium stair. The scope of services shall include the following:

- Schematic Design (SD)
    - Prepare a Geotechnical Analysis RFP
    - Preparation of Schematic Design Drawings
- Design Development (DD)
    - Preparation of Design Development Drawings and Specifications
- Construction Documents (CD)
    - Preparation of Construction Drawings and Specifications
    - Issuance of Plan Review documents to the City of Kenosha
- Bidding & Construction Administration
    - Review of contractor bids
    - Preparation of six (6) construction progress reports
    - Shop drawing review
    - Respond to Contractor RFI's

Civil Engineering Services
Full Civil Engineering Design services shall be provided. These services shall include:

- Schematic Design (SD)
    - Prepare a Survey of the Site
    - Prepare stormwater calculations to confirm the project fits within the capacity of the existing stormwater management facility (Note: A Stormwater Management Report is not included but can be provided as an additional service if required).
    - Prepare documents for City of Kenosha Plan Commission and Common Council Approval
    - Preparation of Schematic Design Drawings
- Design Development (DD)
    - Preparation of Design Development Drawings
- Construction Documentation (CD)
    - Prepare Construction Drawings and Specifications
    - Submit to AHJ for Site underground plumbing approvals
- Bidding & Construction Administration
    - Review of contractor bids
    - Preparation of three (3) construction progress reports
    - Shop drawing review
    - Respond to Contractor RFI's
- Attendance at the following meetings (SD-CD)
    - Call-in to two (2) tele-conference meetings
    - Two (2) in person meetings in Kenosha

Landscape Architecture Design Services
The scope of services shall include the following:

- Schematic Design (SD)
    - Prepare documents for City of Kenosha Plan Commission and Common Council Approval
    - Preparation of Schematic Design Drawings
- Design Development (DD)

    - Preparation of Design Development Drawings
- Construction Documentation (CD)
    - Prepare Construction Drawings and Specifications
- Bidding & Construction Administration
    - Review of contractor bids
    - Preparation of three (3) construction progress reports
    - Shop drawing review
    - Respond to Contractor RFI's
- Attendance at the following meetings (SD-CD)
    - Call-in to two (2) tele-conference meetings
    - Two (2) in person meetings in Kenosha

Supplemental Design Services
The scope of services shall include the following:

- Prepare a Cost Estimate at the end of Schematic Design and Design Development
- Prepare an Atrium 3-D Smoke Analysis
- Prepare Audio Visual Bid Documents