

[Request for Qualifications](#)

**Trail Design, Engineering, Construction Documentation, and Construction Administration Services**

Grand Rounds Missing Link, Minneapolis, Minnesota

Issued by the Minneapolis Park and Recreation Board

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Release date:

October 2, 2023

Qualifications due:

November 3, 2023, 3:00 pm Central Time

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- Part 2     Project Information
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## **PART 1 GENERAL INFORMATION**

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### **1.1 REQUEST FOR QUALIFICATIONS**

This Request for Qualifications is intended to solicit responses from qualified consultants or consultant teams to build from the Grand Rounds Missing Link 2019 Regional Trail Plan to develop designs and help implement portions of the Grand Rounds Missing Link (GRML) Regional Trail over a multi-year timeframe.

This Request for Qualifications is offered through the Minneapolis Park and Recreation Board (MPRB), which will act as the contracting authority for work resulting from this request.

This request is organized around the following core elements:

- Part 1 General Information
- Part 2 Project Information
- Part 3 Request for Qualifications
- Part 4 Contract Requirements
- Part 5 Additional Information

All information related to this request shall be obtained as described in Section 1.2. The Minneapolis Park and Recreation Board is the sole authority to speak to issues related to this Request for Qualifications.

This request is open to any entities. Lead consultants shall choose subconsultants as prescribed in the City of Minneapolis Small and Underutilized Business Program (SUBP) portion of the contract requirements. SUBP information and goals are stated in Attachment 1.

A Scope of Work and a fee for services will be negotiated with the successful responder.

### **1.2 CONTACT INFORMATION**

The MPRB has assigned staff to manage the Request for Qualifications process, including any needs related to clarifications or questions. Any communications related to this request shall be directed VIA EMAIL ONLY to:

Carrie Ann Christensen  
[christensen@minneapolisparcs.org](mailto:christensen@minneapolisparcs.org)

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No other staff is authorized to respond to questions or requests for clarification of this Request for Qualifications. Failure to follow this instruction may be cause for disqualification.

Questions or requests for clarification must be received by the date indicated in Section 1.3 Responses and will be provided to all known proposers via email by the date indicated in Section 1.3.

Responses to questions or requests for clarifications and the summary of the pre-submittal meeting will be posted to the MPRB’s website under [MPRB Business Opportunities as an RFQ Addendum](#).

**1.3 REQUEST FOR QUALIFICATIONS SCHEDULE**

The Minneapolis Park and Recreation Board will pursue the following schedule related to this Request for Qualifications and the engagement of a consultant or consultant team:

- Release of Request for Qualifications October 2, 2023
- Questions or requests for clarifications due October 17, 2023
- Last addenda posted, including MPRB responses October 20, 2023
- Proposals due November 3, 2023, 3:00 pm
- Interview notifications, if required November 8, 2023
- Interviews, if required Week of November 13, 2023 or Later

Updates to the schedule and answers to submitted questions will occur only via an addendum to this Request for Qualifications. All addenda will be posted on the [MPRB Business Opportunities](#) site.

**PART 2 PROJECT INFORMATION**

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**2.1 BACKGROUND**

The Minneapolis Park and Recreation Board’s (MPRB) Grand Rounds Missing Link is a 140-year trail gap in the Grand Rounds Scenic Byway that stretches from East River Road and Franklin Avenue in SE Minneapolis to Stinson Parkway and St Anthony Parkway in NE Minneapolis. There have been several master plans developed over the past 100 years to complete the Grand Rounds. In 2019, the trail plan was revisited and an updated plan was adopted by the Minneapolis Park and Recreation Board and the Metropolitan Council. The [2019 Regional Trail \(Master\) Plan for the Grand Rounds Missing Link](#) is the adopted policy direction for MPRB and the Met Council. Met Council required a single route for the master plan, but MPRB opted to maintain a flexible vision for the middle segment of the Grand Rounds Missing Link (GRML). The GRML moves

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through an industrial part of Minneapolis that is still an active workforce center. It will require extensive multi-jurisdictional coordination since most of the trail routes run along City and County rights-of-way (ROW) or property owned by other entities including the University of Minnesota and private land holders. In development of the 2019 Master Plan, MPRB convened a Regional Trail Committee as well as a Community Advisory Committee (CAC) that met to advise in the route selection process. The CAC recommended three routes to the MPRB Board of Commissioners for consideration, and the Board selected one proposed route along with two alternate routes in order to be open to opportunities as they arise. The committees developed a set of Route Considerations to guide development of the trail along with the routes. There are design solutions for each of the proposed routes that will meet the trail's Route Considerations.

The 2019 adopted Route Considerations for the Grand Rounds Missing Link are as follows:

- Feasible
- A vision founded on interagency coordination
- MPRB Parkway typology wherever possible
- Connect the Mississippi River to St. Anthony Parkway
- Consider importance of industry to the city
- Mitigate environmental justice challenges in industrial areas and corridors near freeways
- Be an asset to the neighborhoods through which it passes
- Be a safe route for all users
- Regional trail connections to public transportation

**Near-term Implementation and Funding Priorities:**

The GRML is slated for an MPRB capital allocation starting in 2024 and continuing for several years. There was also a successful State Bonding request for \$5.5 million to begin in 2024. The cost estimate for the full GRML is close to \$30 million, so the funding allocations over the next 5 years will be prioritized towards incremental planning, feasibility, acquisition, design, and construction efforts for the routes. The bonding allocation will focus on implementation of the Grand Rounds Missing Link north of the railyard in the SE Como and Mid-City Industrial neighborhoods and into Saint Anthony Village. The 2024 CIP allocation will focus on areas south of the railyard in the Prospect Park Neighborhood. All near-term funding will be focused on design, construction, and acquisition. The railroad crossing bridge between NE and SE Minneapolis is not included in this scope.

Interagency and stakeholder coordination are going to continue to be critical to implementation. There are efforts underway currently that are laying important groundwork for implementation including the following.

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**Ongoing inter-agency and stakeholder coordination:**

- University of Minnesota: MPRB and the U of M have been coordinating a land swap that includes portions of the GRML routes along 27th Avenue SE south of Como Avenue in the SE Como neighborhood and 29th Avenue at the Transitway in the Prospect Park neighborhood.
- Hennepin County: Initial conversation about building an off-street trail as part of Hennepin Avenue roadway project
- City of Minneapolis: The City of Minneapolis Transportation Planning group has been supportive of co-development of an off-street shared use trail on Industrial Blvd and has also expressed initial support for the trail along the City-owned segments of 27th Avenue SE.
- St Anthony Village: Interagency coordination and community engagement needed for on-street and off-street trail segments on St Anthony Parkway between Stinson and Broadway.
- Mississippi Watershed Management Organization: They have been important partners in the Towerside Innovation District thinking through stacked functions of parkland, trail, stormwater, and habitat.
- Neighborhoods and Community Members: SE Como, Mid City Industrial, and Prospect Park neighborhoods were all involved in the Grand Rounds Missing Link master planning process in 2019. Prospect Park, as well, as the adjacent Towerside Innovation District, have been champions of the GRML route passing through the Towerside District. Members of the SE Como neighborhood have requested terms for the bonding allocation that focus on acquisition and development of the trail north of the RR, which aligns with MPRB's priorities.

The MPRB follows a policy that requires engagement of interested parties and the community for every project. MPRB staff will coordinate the engagement process and facilitate required community engagement meetings. The consultant team will support the engagement process by providing documents (drawings, illustrations, and other graphics) that are in-process. It is not anticipated that the consultant team will prepare documents beyond those necessary to directly prepare and advance the design.

## 2.2 GENERAL SCOPE OF WORK

The MPRB is soliciting qualifications with the intention of entering into a contract for the preparation of design and construction documents, and the performance of construction contract administration services as needed, for the trail project. The selected project consultant will assist in interagency coordination and design review.

The budget for the constructed project (inclusive of design and engineering fees, administrative costs, municipal fees) has been established at \$6,500,000 to be implemented incrementally

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over a multi-year period beginning in 2024. The estimated costs for the full trail is \$30 million, and the available budget is \$6.5 million so designing for implementation in a prioritized & phased approach is important for this project. This scope of services will not include the RR bridge over the railyard between SE and NE Minneapolis, but may include any segment north or south of the railyard.

The scope of work, at a minimum, is expected to:

- a) Meet with MPRB staff and other agency staff as needed to confirm project scope and schedule;
- b) Define additional investigative information needed for the project such as surveying and geotechnical testing;
- c) Effectively evaluate and analyze proposed trail and connectivity improvements to identify which improvements should be implemented;
- d) When needed, develop multiple concepts and typical sections to solicit feedback from project partners and the general public;
- e) Support staff representing the MPRB in community engagement for the trail;
- f) Develop project designs which are not only safe but meet required intent, based on all regulatory agency standards;
- g) Assist MPRB staff in discussions and design reviews and permitting with any partnering or regulatory agencies;
- h) Assist Minneapolis Park and Recreation Board (MPRB) staff in negotiations with adjacent property owners as needed;
- i) Prepare construction plans and specifications for trail and connectivity improvements;
- j) Submit plans and cost estimates to MPRB/Minneapolis/Hennepin County/Met Council/University of MN at 30%, 60%, and 90% for review;
- k) Prepare an engineer's cost estimate based on estimated quantities at 30% completion. Adjust scope if needed;
- l) Prepare an engineer's cost estimate based on estimated quantities at 60% completion. Adjust scope if needed;
- m) Prepare an engineer's cost estimate based on estimated quantities at 90% completion. Identify alternates if needed;
- n) Develop final Bidding Documents and work with agency procurement requirements.
- o) Perform construction administration services throughout duration of the project to ensure compliance with contract documents, schedule and ensuring complete project closeout;

- p) Minimize, to the extent practical, the number and value of temporary and permanent easements needed to construct the project.

## 2.3 PROJECT DEVELOPMENT STAGES

In order to guide the work, the MPRB anticipates deliverables according to logical stages of plan development for each trail segment. To align the work with expectations of staff review and any associated public engagement, the following general stages will guide the trail development process:

- 1) Analysis of Master Plan
- 2) Define trail segment geographic scope based on interagency input and coordination opportunities, and available funding
- 3) Develop 2-3 trail concept design alternatives per trail segment
- 4) Develop cost estimates and feasibility analysis for each trail segment alternative including analysis of Trail Route Considerations (see Background 2.1).
- 5) Assist MPRB in community engagement as needed
- 6) Develop detailed design and construction documents based on preferred alternative
- 7) Oversee bidding and construction as needed, unless conducted by partner agencies

The following general thresholds shall be considered by the consultant in defining a Scope of Work as part of a Professional Services Agreement:

At the completion of Preliminary Design/Schematic Design, the work shall be approximately 30 percent complete and:

- The project basis (need, scope, and intent) has been fully articulated;
- Investigations informing project directions and feasibility have been completed or scheduled in concert with other project activities and tasks;
- Key project criteria are defined and documented;
- Major project elements and systems have been defined according to criteria established by the MPRB and the consultant;
- Major project decisions have been made and are demonstrated in initial design drawings;
- Initial estimates of cost can be reasonably achieved;
- Regulatory compliance has been reviewed such that the project can be reasonably achieved;
- Engagement of the public has occurred such that knowledge of the project, its scope, and impacts on the park and neighborhood are

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understood by members of the public who have chosen to participate in meetings;

- The project has received “concept” approval from the Board of Commissioners, establishing the Preliminary Design as the proper path to implement; and
- A robust initial project development review has been completed with a log of issues and comments recorded.

At the completion of Design Development, the work shall be approximately 60 percent complete and:

- Design of major project elements and systems have been completed and the type, size and location of those elements and systems are fixed relative to the project site and building configuration;
- The relationship of elements and systems of the project can be fully assessed for agreement or conflict;
- The constructability of the project can be fully demonstrated;
- The project’s conformance with standards, regulations, and best practices can be determined;
- Updates to project costs can be reasonably determined;
- Methods of perpetuating the completed project can be reasonably assessed by the MPRB relative to cost, operational parameters, access, and other factors determined through the design process;
- Changes to the Preliminary Design in terms of scope, magnitude, cost, and program impacts have been communicated to MPRB staff and, if necessary, from the perspective of MPRB staff, to the public and the Board of Commissioners;
- Issues and comments identified in the initial project development review are resolved; and
- A project development review commensurate with this stage of design has been completed with a log of issues and comments recorded.

At the completion of Final Design and Construction Documents, the work shall be approximately 95 percent complete and:

- Project deliverables necessary to construct the proposed improvements have been substantially demonstrated in a set of drawings and associated specifications;
- Details associated with the construction of elements and systems of the project have been considered for compliance with standards, regulations, and best practices;

- Permits have been obtained or all documentation necessary to obtain permits is in place;
- Issues and comments identified in the project development review are resolved;
- Reviews by functional units within the MPRB have been accomplished with written comments provided to the design and engineering consultant;
- A final estimate of project construction costs can be reasonably delivered; and
- The application of signatures or stamps of responsible professionals can be reasonably assumed to be occurring within two weeks of the review.

## 2.4 PROJECT OUTCOMES

The MPRB has defined the following as necessary outcomes of the design process:

### *Facility-related outcomes*

- A field or set of fields that are safe, multi-functional, and utilize best practices in field design;
- A parking lot that is safe, appropriate in size, and utilizes sustainable stormwater best practices to remove pollutants and sediment;
- A natural area that is restored as quality habitat for animals as well as the enjoyment of park users;
- A playground space that is safe, fun, and engaging for children and their caretakers;
- A design and construction process that seamlessly integrates with other projects noted in this RFQ;
- A design aligning with the sources and magnitude of funding available for the work and that demonstrates a path to implementation aligned with available funding;
- A design that can be implemented incrementally, if necessary, with respect for future needs and opportunities;
- A design that can be perpetuated with the latest and evolving technologies;
- A reliable opinion of probable cost, established in year-of-implementation dollars, along with estimates of the costs of operations;
- A design that is efficient and demonstrates ease of operations, even to such a degree that it sustains itself; and
- A design that is compelling for the setting but does not overwhelm the intrinsic character of the park.

*Process-related outcomes*

- A process that respects the MPRB's Community Engagement Policy;
- A process that encourages innovation and invention, particularly relative to field layout, parking lot sustainability, natural area restoration, and playground design;
- Documents supporting a rich understanding of the design by staff and a community that may not be familiar with design processes;
- A vision for the project that can be realized in a relatively short timeframe, demonstrates consistency with input from the public and especially where that input can be elevated to new degrees of potential for the project;
- A design that can be approved by the MPRB and any jurisdictions with authority over the project; and
- A process that keeps MPRB staff assigned to this project at the forefront of interactions with the community.

Community-related outcomes

- A design capable of serving park visitor needs and safe access well into the future without unreasonable interruption for construction activities; and
- A design that is unique and wholly appropriate and represents the recommendations of the Regional Trail Plan.

## 2.5 CONTRACTED SERVICES

While the MPRB assumes the above listed tasks as core to the delivery of the project, it also believes that through this solicitation a fully qualified team of experts will be engaged. As a Scope of Work will be negotiated between the MPRB and the responder who is determined most qualified through this solicitation process and will rely significantly on the qualified team to deliver the project. In that process, the scope of work as indicated in Section 2.2 will need to be fully considered by the selected team.

## 2.6 PROJECT SCHEDULE

The MPRB anticipates a process related to planning, design, engineering, and construction to take place over the next three years on an incremental basis starting January 1, 2024. The consultants selected for an interview, or the selected consultant will have the opportunity to weigh in on the schedule. We anticipate there will be modifications to the schedule based on the expertise of the potential consultant team. The consultant team will work on a segment by segment basis timed in sequence with ongoing inter-agency collaboration or private land acquisition. The initial segments of

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focus will include Hennepin Avenue, Industrial Boulevard, and the Towerside District in 2024-25. The design team will be expected to turn around design concepts within a month of MPRB requests for a specific trail segment.

**2.7 PROJECT BUDGET**

The MPRB has established a budget for the new trail of \$6.5 million, which shall include all project costs. On a preliminary basis, the budget might generally be directed to the project as follows:

Uses	Estimated Cost	% of Total
Construction, Including Contingency	\$5,200,000	80%
Design and Engineering (This Contract)	\$600,000	9.2%
Project Management & MPRB-Led Community Engagement	\$200,000	3%
Geotechnical Services (may be a part of this contract)	\$30,000	0.5%
Survey (Topographic Survey Complete)	\$30,000	0.5%
Feasibility Study and Cost Estimate (Complete)	\$30,000	0.5%
Agency Fees, Permits	\$15,000	.25%
Miscellaneous expenses	\$65,000	1%
<b>TOTAL</b>	<b>\$6,500,000</b>	<b>100%</b>

**2.8 PROJECT GUIDANCE**

In addition to coordination of project activities provided by a consultant through MPRB staff, the design process is anticipated to include engagement and review by staff groups and members of the community. Such engagement and review will be led by MPRB staff with support, as appropriate and necessary, by the consultant. The frequency and timing for engagement sessions and project reviews will be determined in concert with the selected consultant or consultant team, but MPRB staff will be primarily responsible for this work.

**PART 3 REQUEST FOR QUALIFICATIONS****3.1 RESPONSES, IN GENERAL**

A response to this Request for Qualifications shall contain information in the order indicated in the chart in Section 3.2. Where responses to questions are required the

responder shall prepare a narrative response that may include graphic information, diagrams, or other means of communicating key messages. The MPRB anticipates a creative, unique response specific to this request such that all aspects demonstrate a clear relationship to the effort of designing and engineering the project. Standardized or “boilerplate” information, including firm descriptions, personnel resumes, and project narratives shall not be provided as a part of a response.

Failure to follow the requirements for content and format may result in disqualification of the response.

### 3.2 FORMAT AND CONTENT OF RESPONSES

A response to this request shall be provided in PDF format, delivered digitally as noted in Section 3.6. Responders shall direct particular attention to the order and requirements of information to be included in a response as indicated in the following chart:

<b>Section</b>	<b>Description</b>	<b>Requirements</b>
1	Cover letter	<ul style="list-style-type: none"> <li>• There is no limitation on the content presented as part of this section.</li> <li>• This section shall be limited to two pages.</li> </ul>
2	Team identification	<ul style="list-style-type: none"> <li>• The respondent shall provide the following information:               <ol style="list-style-type: none"> <li>1) <i>The name, address, and telephone number of the lead consultant, and the office location from which the work would be conducted for a lead consultant not located in the Twin Cities area;</i></li> <li>2) <i>The name, address, and telephone number of other members of the consultant team, and the office location from which the work would be conducted if the consultant team member is not located in the Twin Cities area; and</i></li> <li>3) <i>The name, title, email address, and telephone number of the person who is primarily responsible for preparation of the response.</i></li> </ol> </li> </ul>

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3	Project understanding	<ul style="list-style-type: none"><li>• This section shall contain no descriptive information about the consultant or consultant team other than the information requested.</li><li>• This section shall be limited to two pages.</li></ul> <hr/>
4	Skills and experience of the lead consultant	<ul style="list-style-type: none"><li>• The respondent shall respond to the following information:<ul style="list-style-type: none"><li>4) <i>Beyond information contained in this Request for Qualifications, describe the consultant's or consultant team's understanding of the need and intent of this project.</i></li><li>5) <i>How will the lead consultant ensure the work of this request is fully responsive to the outcomes identified in this request?</i></li></ul></li><li>• No other information shall be included in this section.</li><li>• This section shall be limited to two pages.</li></ul> <hr/>
		<ul style="list-style-type: none"><li>• The respondent shall respond to the following information:<ul style="list-style-type: none"><li>6) <i>What single project performed by the lead consultant is most similar to the focus of this request and what role did the lead consultant play in the project? Provide narrative, graphic, and pictorial support for that project.</i></li><li>7) <i>What role did the Key Personnel (defined in Section 6 below) play in the referenced project and how did their performance contribute to the project's success?</i></li><li>8) <i>Who may be contacted as a reference for detailed questions about the project identified as relevant similar experience?</i></li><li>9) <i>What other projects demonstrate the lead consultant's capacity to perform the work? Provide abbreviated narrative, graphic, and pictorial support for those projects.</i></li></ul></li><li>• No other information shall be included in this section.</li></ul> <hr/>

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5	Skills and experience of other consultant team members	<ul style="list-style-type: none"><li>• This section shall be limited to three pages.</li><li>• The respondent shall respond to the following information:<ol style="list-style-type: none"><li>10) <i>What single project performed by each member of the consultant team is most similar to the focus of this request and what role did the consultant member play in the project? Provide narrative, graphic, and pictorial support for that project.</i></li><li>11) <i>What role did the Key Personnel (defined in Section 6 below) play in the referenced projects?</i></li><li>12) <i>Who may be contacted as a reference for detailed questions about each project identified as relevant similar experience in the response?</i></li></ol></li><li>• No other information shall be included in this section.</li><li>• This section shall be limited to five pages.</li></ul>
6	Key Personnel	<ul style="list-style-type: none"><li>• The respondent shall respond to the following information:<ol style="list-style-type: none"><li>13) <i>What roles or areas of expertise are needed to fully satisfy the requirements of the requested work?</i></li><li>14) <i>Which members of the consultant or consultant team will be assigned to those roles or areas of expertise? Why are those individuals best positioned to perform those roles or address the areas of expertise?</i></li><li>15) <i>Provide a summary of projects or other experience demonstrating capacity for performing this work for each Key Personnel.</i></li><li>16) <i>What roles necessary to perform this work has the consultant or consultant team not included as part of its team?</i></li><li>17) <i>Who is the project lead on the lead consultant firm?</i></li></ol></li></ul>

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- Key Personnel shall be those individuals responsible for assuming significant tasks and assuring the quality of key deliverables.
- In submitting a response and identifying Key Personnel, the MPRB assumes the individuals have sufficient time to fully serve in their respective roles. Substitutions after the project has commenced shall require review and confirmation by the MPRB. In the event of a departure of any Key Personnel, the consultant or consultant team assumes all responsibilities related to “onboarding,” gaps of information, delays of the project, or other similar issues resulting from a transition in high level project personnel.
- No other information shall be included in this section.
- This section shall be limited to four pages.

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7      Approach

- The respondent shall respond to the following information:

*18) In general terms, describe the general approach that will be pursued in the consultant’s or consultant team’s design process. Describe approaches that encourage a high degree of interaction between the MPRB, the consultant or consultant team, and the public. Highlight milestones and primary checkpoints in the consultant’s or consultant team’s design process. Frame the description in ways that the outcomes shared in this Request for Qualifications might be realized. Outline the general deliverables that will be important in demonstrating directions of the design at various stages of this process.*

*19) What tasks will be directed to the MPRB as a part of anticipated deliverables? <sup>[L]</sup><sub>[SEP]</sub>*

- No other information shall be included in this section.
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8	Schedule	<ul style="list-style-type: none"><li>This section shall be limited to three pages.</li></ul> <hr/> <ul style="list-style-type: none"><li>The respondent shall respond to the following information:  <i>20) What are the key points for the consultant's or consultant team's deliverable and any incremental reviews by the MPRB?</i> <sup>[L]</sup><sub>[SEP]</sub></li></ul> <ul style="list-style-type: none"><li>No other information shall be included in this section.</li><li>This section shall be limited to two pages.</li></ul>
9	Quality management	<ul style="list-style-type: none"><li>The respondent shall respond to the following information:  <i>21) What methods will be used to ensure the quality, completeness, and timeliness of interim and final deliverables?</i></li></ul> <sup>[L]</sup> <sub>[SEP]</sub> <ul style="list-style-type: none"><li>No other information shall be included in this section.</li><li>This section shall be limited to one page.</li></ul>
10	Review of standard agreement for professional services	<ul style="list-style-type: none"><li>The respondent shall respond to the following information:  <i>22) What components of the MPRB's standard agreement for professional services are not acceptable to the consultant or consultant team (AIA B101 Attached)?</i></li></ul> <sup>[L]</sup> <sub>[SEP]</sub> <ul style="list-style-type: none"><li>No other information shall be included in this section.</li><li>This section shall be limited to one page.</li></ul>
11	Certification	<ul style="list-style-type: none"><li>The respondent shall respond to the following information:  <i>23) The consultant or consultant team shall provide and agree to the following statement, executed by an individual with authority to represent fully the activities and interests of the responder:</i> <sup>[L]</sup><sub>[SEP]</sub></li></ul> <sup>[L]</sup> <sub>[SEP]</sub>

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I hereby certify that I am a duly authorized representative of the company and that the information contained within this response to the Minneapolis Park and Recreation Board's Request for Proposal is current, true and correct to the best of my knowledge. I hereby authorize and request any person, agency or firm to furnish any pertinent information requested by MPRB deemed necessary to verify the statements made in this application.

(Signature) (Title) (Date)

- No other information shall be included in this section.
  - This section shall be limited to one page.
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In additional to the requirements indicated in the chart above, responders shall note the following:

- In the requirements outlined above, the term "page" shall refer to the face of each page, such that one page is equal to one face of a sheet of paper; <sup>[L]</sup><sub>[SEP]</sub>
- No page shall be larger than 8-1/2 inches by 11 inches; <sup>[L]</sup><sub>[SEP]</sub>
- No text shall be smaller than 11 point for any portion of the primary narrative or smaller than 9 point for any other text; and <sup>[L]</sup><sub>[SEP]</sub>
- No other material or information shall be appended to a response.

**3.3 EVALUATION OF RESPONSES**

Responses to this Request for Qualifications will be reviewed by, at a minimum, the following representatives of the MPRB and any project partners:

Chris DesRoches	<b><i>Project and Systems Manager  </i></b>
Tyler Pederson	<i>Design Project Manager</i>
Carrie Christensen	<i>Senior Planner</i>
Dan Elias	<i>Design Project Manager</i>
Carol HejlStone	<i>Design Project Manager</i>
Cliff Swenson	<i>Director, Design and Project Management</i>
Michael Schroeder	<i>Assistant Superintendent for Planning Services</i>

Responses shall be reviewed using the following criteria:

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- Adherence to the required format of the response: No consideration will be given to proposals failing to follow the format
- Clarity and directness of the response: 10 percent
- Experience of the consultant or consultant team, particularly with regard to Key Personnel: 30 percent
- Demonstrated understanding of the project: 20 percent
- Coherency of approach to the work, especially directed to design process, interactions with project staff, and appropriateness of anticipated deliverables: 30 percent
- Acknowledgement and understanding of project risks, the need for managing quality of the work, and the timeliness of milestones leading to full delivery: 10 percent

Any determination relative to the selection of a consultant or consultant team made by the MPRB shall be considered final.

**3.4 SELECTION OF CONSULTANT OR CONSULTANT TEAM**

Should it be determined after a detailed review of responses that interviews are necessary to determine the best qualified consultant or consultant team, the MPRB will organize interviews as follows:

- Interviews may be conducted to determine between the top candidates.
- In-person interviews will be conducted when possible, but online or hybrid options are available.
- The consultant or consultant teams selected for an interview will be notified at least five calendar days prior to the date scheduled for the interview;
- Participation in the interview will be limited to four members of the consultant or consultant team;
- The interview format will be provided to those selected for interviews at the time of notification. The MPRB requests that responders selected for an interview allow up to 45 minutes for an interview.
- The interview may require the consultant or consultant team to develop and present an initial scope of work and associated fees. Such presentation may be used in selecting a consultant or consultant team, but the scope and fee shall remain subject to negotiation.

MPRB reserves the right to negotiate a scope and fee with more than one responder in order to determine the best value for the services requested.

The consultant or consultant teams selected for an interview shall consider information contained in a response to this Request for Qualifications to be read and understood, with no need to repeat or review that information during an interview. Additional information regarding interviews may be provided to the consultant or consultant team at any time up to the start of the interview.

It is intended that the same individuals identified as reviewers in Section 3.3 will conduct the interviews. The interview panel may be expanded based on reviews of the responses received.

### 3.5 QUESTIONS AND CLARIFICATIONS

Questions regarding this Request for Qualifications shall be directed VIA EMAIL ONLY to:

Carrie Ann Christensen  
[cchristensen@minneapolisparcs.org](mailto:cchristensen@minneapolisparcs.org)

Questions or requests for clarification must be received by the date indicated in Section 1.3. Responses will be provided to all known proposers via email by the date indicated in Section 1.3.

### 3.6 SUBMITTAL OF RESPONSES

Responses will be accepted only up to the time indicated in this Request for Qualifications. Responses shall be submitted in portable data file (PDF) format. Proposals shall be submitted VIA EMAIL ONLY to:

Carrie Ann Christensen  
[cchristensen@minneapolisparcs.org](mailto:cchristensen@minneapolisparcs.org)

The email submittal must clearly state in the subject line that the communication contains:

Statement of Qualifications for  
Grand Rounds Missing Link Regional Trail

## **PART 4 CONTRACT REQUIREMENTS**

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### 4.1 CONTRACT

See Attachment 4 - MPRB standard AIA B101 Professional Service Agreement

**PART 5 SUPPORTING INFORMATION**

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5.1 ATTACHMENTS

Attachment 1 – SUPB Language and Participation Form

Attachment 2 – 2019 Regional Trail Master Plan

Attachment 3 – 2023 Route Alternatives

Attachment 4 – MPRB standard AIA B101 Professional Service Agreement

Request for Qualifications

**Trail Design, Construction Documentation, and Construction Administration Services**

Grand Rounds Missing Link, Minneapolis, Minnesota

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Attachment 1 – SUPB Language and Participation Form

## City of Minneapolis Small and Underutilized Business Program (SUBP)

### I. Overview

The City of Minneapolis and Minneapolis Park and Recreation Board (MPRB) policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-owned business enterprises (MBEs) and Women-owned business enterprises (WBEs). This is accomplished through the Small and Underutilized Business Program ("SUBP") as detailed in the Minneapolis Code of Ordinances Chapter 423. The SUBP applies to any contract over \$175,000. SUBP goals are set on projects based on the project scope, subcontracting opportunities, and availability of eligible MBEs/WBEs.

The City has set the following SUBP goal to facilitate participation of eligible MBEs and WBEs (MBEs/WBEs) on this contract:

**The goal on this contract will be 9% MBE/WBE (combined).\***

\* This contract has a combined MBE/WBE goal. This SUBP goal may be met by utilizing either an MBE firm or a WBE firm, or by a combination of both MBE and WBE firms.

Only eligible MBEs/WBEs count towards the SUBP goals. A MBE/WBE is eligible if they are:

1. Certified as a Disadvantaged Business Enterprise (DBE). This is the only MBE/WBE certification accepted by the SUBP.
2. DBE-certified within the scope of work that they will perform.
3. Performing a commercially useful function. An MBE/WBE performs a commercially useful function when it executes a distinct element of work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
4. Located<sup>1</sup> within the City's marketplace, which includes only the Minnesota Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Le Sueur, Mille Lacs, Ramsey, Scott, Sherburne, Sibley, Washington, and Wright; and the Wisconsin Counties of Pierce and St. Croix.

**Attached is a list of local DBE-certified MBEs and WBEs that perform relevant scopes of service. However, this list is updated periodically and may not be exhaustive. Consultants should search for additional DBE-certified MBE and WBE firms using the Minnesota Unified Certification Program (MnUCP) directory, here: (<http://mnucp.metc.state.mn.us/>).<sup>2</sup>**

Consultants must make a Good Faith Effort to meet the SUBP goal. This means that Consultants must make *every necessary and reasonable effort* to subcontract with MBEs/WBEs. **Commitment to use MBEs/WBEs, Good Faith Efforts to include MBE/WBE participation, and compliance with SUBP will be a factor in consultant selection.**

---

<sup>1</sup> The firm's principal place of business must be located within the City's marketplace at the time of bid opening or solicitation. *Principal place of business* means the primary physical location at which or from which a business performs, is maintained, or operates.

<sup>2</sup> A firm's DBE certification, and business location, should be verified by checking in the online MnUCP Directory. A firm's current profile in that directory is evidence of current DBE certification. If a Consultant identifies a business that is not yet certified, but may qualify for certification as MBE/WBE, the Consultant should encourage the business to immediately begin the application process for certification with the MnUCP. The Consultant should include this in their Good Faith Efforts documentation.

## II. GOOD FAITH EFFORTS EVALUATION

If a Consultant does not meet the SUBP goal, the Consultant shall demonstrate its good faith efforts to do so. To determine if the Consultant demonstrated good faith efforts to meet the SUBP goal, the following list of factors may be considered:

1. Soliciting through all reasonable and available means (attendance at pre-proposal meetings, advertising and/or written notices) the interest of all eligible MBEs/WBEs certified in the scopes of work of the contract. The respondent must solicit MBEs/WBEs in sufficient time prior to proposal due date to allow MBEs/WBEs time to respond to solicitations. The respondent must determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.
2. Selecting portions of the work to be performed by eligible MBEs/WBEs in order to increase the likelihood that the SUBP goal will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a respondent might otherwise prefer to perform these work items with its own forces.
3. Providing interested eligible MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. The respondent must negotiate in good faith with interested eligible MBEs/WBEs and provide written documentation of such negotiation with each such business.
5. A respondent should consider a number of factors in negotiating with potential MBE/WBE sub-consultants, and should take into consideration an eligible MBE or WBE's price and capabilities and scheduling as well as the established contract goal. However, the fact that there may be some additional costs involved in finding and using eligible MBE's/WBE's is not in itself sufficient reason for a respondent's failure to meet the established MBE/WBE goal, as long as such costs are reasonable. The ability or desire to perform the work of a contract with its own organization does not relieve the respondent of the responsibility to make good faith efforts. Respondents are not, however, required to accept higher quotes from eligible MBE's/WBE's if the price difference is excessive or unreasonable.
6. The respondent must offer information regarding, and make reasonable efforts to assist, solicited eligible MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the city or by the respondent; provided that the respondent need not provide financial assistance toward this effort.
7. Effectively using the services of minority/woman community organizations; minority/woman contractors' groups; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs.
8. Whether the apparent successful respondent met or exceeded the average eligible MBE/WBE participation obtained by other respondents responding to the same City publication.

## III. Required Documentation

1. The respondent must thoroughly document its efforts to solicit and incorporate eligible MBE/WBE participation to meet the SUBP goal. **The following must be submitted with the qualification submittal:**
  - a. *SUBP Commitment Form*, listing all sub-consultants, contractors, suppliers, and service providers that will be used on the project. This completed form will be used to determine whether the respondent is committing to meeting the SUBP goal. The commitments listed by the respondent on this form are a material condition of contract award, and constitute minimum commitments on this contract.
2. If the *SUBP Commitment Form* does not demonstrate verifiable MBE/WBE participation sufficient to meet the SUBP goal, **then the respondent must submit documentation demonstrating that the respondent made sufficient good faith efforts (GFE) to meet the SUBP goal. This GFE documentation will be due upon request by the City.** This GFE documentation includes:
  - a. *Good Faith Efforts Checklist*: A checklist based on the factors that may be considered in determining whether a respondent made good faith efforts to meet the SUBP goal.
  - b. *Supporting Documentation to Demonstrate Good Faith Efforts*: The respondent must submit documentation evidencing the efforts taken to achieve the SUBP goal. The documentation may

include, but is not limited to, copies of solicitation emails, quotes received, faxes, and phone call logs. Any such documentation of solicitations to MBE/WBE firms must clearly include the identification of the recipient firm(s).

3. The contract may be monitored through the Contract Compliance Information Management System (CCIMS)/B2Gnow software, or other method specified by the Minneapolis Department of Civil Rights (MDCR). If specified by MDCR, the prime consultant and its sub-consultants will be responsible for entering information into the specified software. Such information will include, but may not be limited to, payment amounts made to the prime consultant and payment amounts made to MBE and WBE sub-consultants. The prime consultant and its sub-consultants will also be responsible for maintaining the appropriate records to document their compliance and for producing such records if audited.

#### IV. Post-Award Substitutions

A Consultant shall not substitute, reduce participation of, or eliminate MBE/WBE sub-consultants listed in the *SUBP Commitment Form* without prior written approval of the Minneapolis Department of Civil Rights. A Consultant who substitutes, reduces participation of, or removes an MBE/WBE sub-consultant listed in the *SUBP Commitment Form* without prior written approval shall be subject to a fine of up to \$10,000 per violation, or any of the penalties listed below. The Consultant must make good faith efforts to replace an MBE/WBE sub-consultant that is unable to perform with another MBE/WBE to perform the same scope of work.

#### V. Penalties for Non-Compliance

Compliance with SUBP is a material condition of the contract. The City may take the following actions wholly, partly, or in any combination:

- a) Temporarily withhold cash payments pending correction of the deficiency.
- b) Permanently withhold payment for all or part of the activity not in compliance with this chapter if the deficiency cannot be corrected, or the entity refuses to correct the deficiency.
- c) Suspend or debar the noncompliant consultant, sub-consultant, supplier or vendor as ineligible for all current or potential contracts with the City or supported by City funds.
- d) Designate the noncompliant consultant, sub-consultant, supplier or vendor as high-risk for future contracts and require of the consultant, sub-consultant, supplier or vendor increased reporting requirements, mandatory audits and similar measures.

The City will monitor compliance with the SUBP throughout the contract. Compliance with the MBE/WBE goal and other SUBP requirements will be a material condition of the contract and failure to comply may be deemed a breach of contract.

Please review Minneapolis Code of Ordinances Chapter 423 for more information or the contact the City of Minneapolis Civil Rights Department (612.673.2086) or [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

CITY OF MINNEAPOLIS  
SMALL AND UNDERUTILIZED BUSINESS PROGRAM (SUBP)

## REQUEST FOR SUBP GOALS

**INSTRUCTIONS:**

- Please allow **a minimum of 10 business days** for this request to be completed. Expedited requests will be considered on a case by case basis.
- **Please complete and attach the [Scope of Services Form](#)**, available on the CityTalk Forms page. Include the scopes to be performed under the contract and the estimated dollar value of each scope. This request will be returned if the scope of services is not sufficiently described.
  - Attach additional documentation if available (draft plans & specifications, draft RFP, cost estimate, etc...)
- Submit completed forms to: [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov)

<b>Project Name:</b>	<b>Trail Design, Engineering, Construction Documentation, and Construction Administration Services</b>		
<b>Duties to be Performed/ Goods to be purchased:</b>	The MPRB is soliciting qualifications with the intention of entering into a contract for the preparation of design and construction documents, and the performance of construction contract administration services as needed, for the Grand Rounds Missing Link regional trail. The selected project consultant will assist in interagency coordination and design review. This will include civil engineering and landscape architectural services.		
<b>Contract Type: [Over \$175,000]</b>	<input type="checkbox"/> Construction/Development	<input type="checkbox"/> Commodities and Supplies	
	<input checked="" type="checkbox"/> Professional Services	<input type="checkbox"/> Technical Services	
<b>City (Event) Bidding (Selection) Process:</b>	<input type="checkbox"/> Public Bid	<input checked="" type="checkbox"/> Request for Proposals/Qualifications	
	<input type="checkbox"/> PRC Presentation Date (if applicable): _____		
<b>Funding Source(s):</b>	<input type="checkbox"/> Federal	<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Local
	<input type="checkbox"/> Other		
<b>Additional Funding Info (grant name, bidding restrictions, etc.)</b>	MN State Bonding Met Council Parks and Trails Fund		
<b>Date Request Submitted:</b>	September 22, 2023	<b>Requested Due Date:</b>	September 29, 2023
<b>Department Contact:</b>	Carrie Christensen		
<b>Contact Phone &amp; Email:</b>	612-499-9129 and cchristensen@minneapolisparcs.org		
<b>Estimated Contract Value<sup>1</sup>:</b>	\$600,000	<b>Estimated Start Date:</b>	December 15, 2023
<b>Estimated Contract Start:</b>	December 1, 2023	<b>Estimated Length:</b>	3 years

## SUBP GOAL DETERMINATION

To be completed by Department of Civil Rights

<b>SUBP Goals:</b>	<b>9% COMBINED MBE &amp; WBE</b>		
	<b>[MBE = Minority Business Enterprise; WBE = Women Business Enterprise]</b>		
<b>Date Goals Calculated:</b>	9-28-23	<b>Calculated By:</b>	Aidan Dunne
<b>MBE/WBE List Attached:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<b>DocuSigned by:</b>	
<b>Goals Approved By &amp; Date*:</b>	<i>Johnnie Burns</i>		09/29/2023

\*Goals expire one year after they are approved and must be re-requested

Notes/Comments:

A6739591D5B8443...

<sup>1</sup> For construction projects, only list the total construction cost. This amount should match the total value entered on the Scopes of Services Form.

**THIS FORM IS DUE WITH YOUR QUALIFICATION SUBMITTAL.**

**CITY OF MINNEAPOLIS – DEPARTMENT OF CIVIL RIGHTS  
SUBP<sup>1</sup> COMMITMENT FORM**



**INSTRUCTIONS:**

- List **all** known consultants (including your company), sub-consultants, sub-contractors, suppliers, and service providers **that will be used on the project.**
- Make additional copies of this form as necessary.
- This completed form should show how the respondent intends to include minority-owned and women-owned business enterprises (MBEs and WBEs) to meet the SUBP goal. **By completing this form you are committing to using the MBE and WBE firms listed for at least the scope of work that you listed in this form.**
- A consultant shall not substitute, reduce participation of, or eliminate MBE/WBE sub-consultants listed in this form without prior written approval of the Minneapolis Department of Civil Rights. A consultant who substitutes or removes an MBE/WBE sub-consultant listed in this form without prior written approval shall be subject to a fine of up to \$10,000 per violation, or other penalties listed in ordinance §423.120.
- Only MBEs and WBEs certified as Disadvantaged Business Enterprise (DBE)<sup>2</sup> count toward the SUBP goal. Place a mark “x” in the appropriate column below if a firm is DBE-certified as an MBE or WBE.
  - To count toward the SUBP goal, the MBE/WBE must be DBE certified in the scope of work it will perform, and the MBE/WBE must have its principal place of business located within the Minnesota counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Le Sueur, Mille Lacs, Ramsey, Scott, Sherburne, Sibley, Washington, and Wright, and the Wisconsin counties of Pierce and St. Croix.
- If an MBE/WBE subcontracts work to a non-MBE/WBE, the value of that work will **not** count toward the SUBP goal.
- An MBE/WBE must perform a commercially useful function to count toward the SUBP goal. An MBE/WBE performs a commercially useful function when it executes a distinct element of work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- **This form is due with your qualification submittal. Failing to complete and submit this form, or indicating “not applicable,” may result in a non-responsive submittal.**

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<sup>1</sup> For more information about the Small and Underutilized Business Program (SUBP) goals, see the SUBP Special Provisions published with this RFP, and review Minneapolis Ordinances Chapter 423.

<sup>2</sup> A firm’s DBE certification, and business location, should be verified by checking in the online MnUCP Directory: <http://mnuccp.metc.state.mn.us/>. A firm’s current profile in that directory is evidence of current DBE certification.



**THIS FORM IS DUE WITH YOUR QUALIFICATION SUBMITTAL.**

Company Name	City, State	Phone & Email	Contact Method (fax, phone, email)	Date of Solicitation	Scope of Work	DBE-certified MBE	DBE-certified WBE

**Check here if your company intends to self-perform all work and DOES NOT intend to subcontract out any work for this project:**

*If your company is not DBE-certified, checking this box means that your company will need to demonstrate good faith efforts (GFE) to meet the SUBP goal, in order to be awarded the contract. All GFE documents and supporting evidence will be due upon request by the City.*

The respondent certifies that the foregoing is correct, and that all known consultants (including your company), sub-consultants, sub-contractors, suppliers, and service providers that will be used on the project are listed herein.

**Failure to complete and submit this form may result in your qualification submittal being deemed non-responsive.**

\_\_\_\_\_  
Respondent Company Name                      Contact Name & Title                      Phone & Email                      Date

Attachment 2 – 2019 Regional Trail Master Plan

[https://www.minneapolisparcs.org/wp-content/uploads/2023/10/GRML-Submission\\_071917\\_MPRBtoMetCouncil.pdf](https://www.minneapolisparcs.org/wp-content/uploads/2023/10/GRML-Submission_071917_MPRBtoMetCouncil.pdf)

Request for Qualifications

**Trail Design, Construction Documentation, and Construction Administration Services**

Grand Rounds Missing Link, Minneapolis, Minnesota

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Attachment 3 – 2023 Route Alternatives

# Grand Rounds Missing Link Routes

## Legend

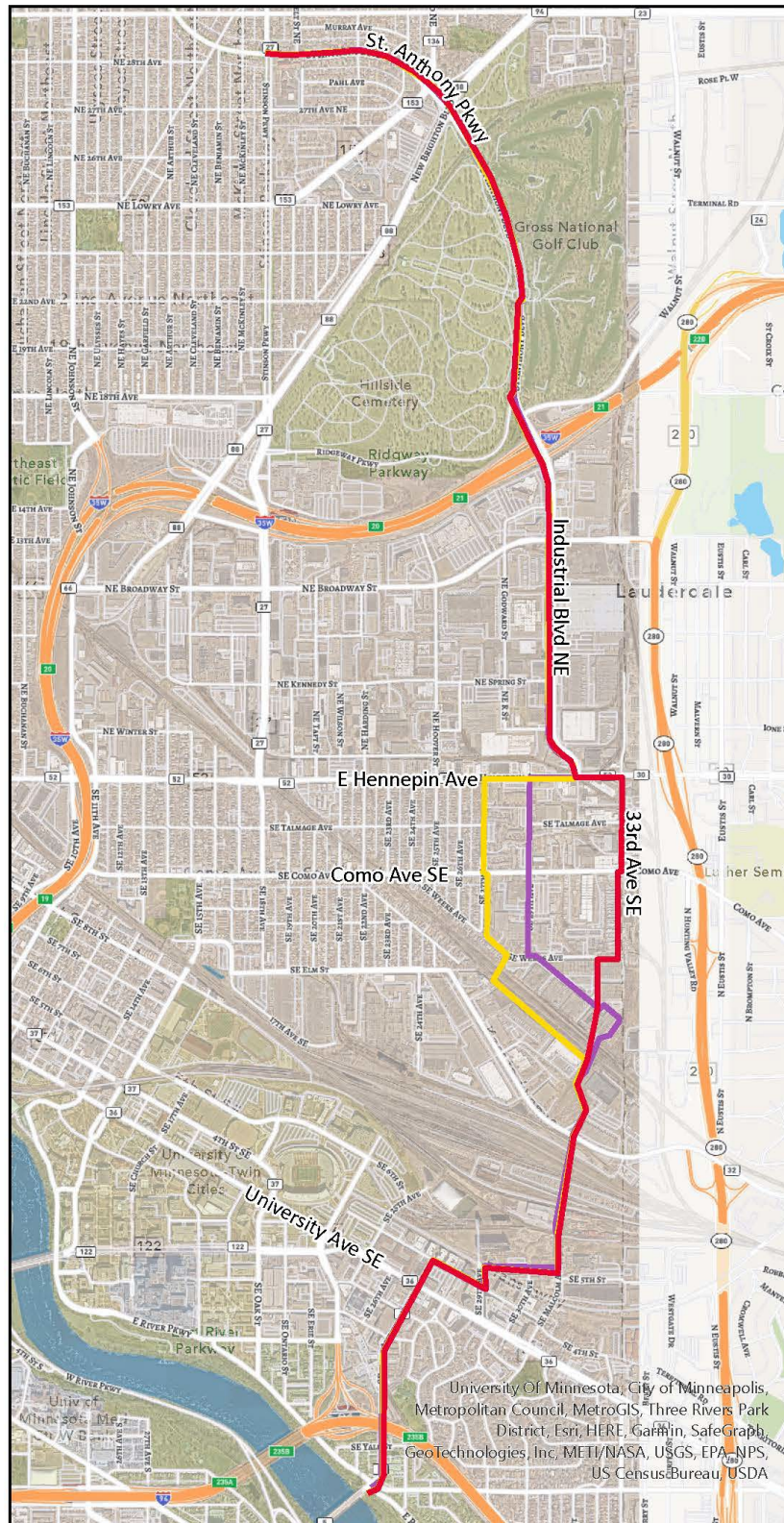
MPRB and Met. Council Approved

— Preferred Route

MPRB Approved

— Alternate Route 1

— Alternate Route 2



0.5

Miles



University Of Minnesota, City of Minneapolis, Metropolitan Council, MetroGIS, Three Rivers Park District, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA-NPS, US Census Bureau, USDA

Request for Qualifications

**Trail Design, Construction Documentation, and Construction Administration Services**

Grand Rounds Missing Link, Minneapolis, Minnesota

Page 24 of 24

Attachment 4 – MPRB standard AIA B101 Professional Service Agreement



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

### 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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User Notes:

(2016622960)



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

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

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

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

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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User Notes:

(2016622960)

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

*(Paragraphs deleted)*

§ 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.)*

*(Paragraphs deleted)*

§ 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.)*

§ 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.)*

*(Paragraph deleted)*

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

Init.

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

*(Paragraphs deleted)*

**§ 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.)*

**§ 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.)*

*(Paragraphs deleted)*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

*(Paragraphs deleted)*

**§ 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.)*

*(Paragraphs deleted)*

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

init.

.1 Geotechnical Engineer:

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

*(Paragraphs deleted)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

*(Paragraphs deleted)*

§ 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.)*

*(Paragraphs deleted)*

§ 1.1.11.1 Consultants retained under Basic Services to include, but not limited to:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

*(Paragraphs deleted)*

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 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 shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, 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

*(Paragraphs deleted)*

§ 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 design professionals 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. Any designs, drawings, or specifications prepared or furnished by Architect that contains errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

*(Paragraph deleted)*

§ 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.

*(Paragraph deleted)*

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

*(Paragraphs deleted)*

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million, Five Hundred Dollars (\$ 1,500,000.00 ) for each occurrence combined bodily injury and property damage, Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage, Two Million Dollars (\$2,000,000.00) Products-Completed Operations Aggregate, and One Million, Five Hundred Thousand Dollars (\$1,500,000.00) Personal and Advertising Injury.

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§ 2.5.2 Automobile Liability covering vehicles owned, non-owned and hired vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per occurrence 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.

§ 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 with statutory benefits and limits which shall fully comply with all State requirements and have limits not less than \$500,000 for each accident; \$500,000 per disease; and \$500,000 per disease for each employee. If Architect is based outside the State of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if Architect is a sole proprietor, it is exempted from the above Workers' Compensation requirements.

§ 2.5.5 Employers' Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, including contractual liability coverage, with policy limits of not less than One Million, Five Hundred Thousand Dollars (\$ 1,500,000.00 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate. Architect shall maintain this coverage in effect during the term of this Agreement and for two (2) years after the date of Substantial Completion.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies 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.

§ 2.5.9 Section 2.5 establishes the minimum insurance requirements. It is the sole responsibility of the Architect to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

*(Paragraphs deleted)*

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary landscape architecture, civil, structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall: manage the Architect's services; research applicable design criteria; attend and document Project meetings and circulate to the Owner in a timely manner the minutes of such 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 and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable and customary allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, for approval of submissions by authorities having jurisdiction over the Project, and for the Owner's procurement process. 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.

**§ 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 approval.

**§ 3.1.5** The Architect shall, at appropriate times, with adequate notice to include the Owner, 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**

*(Paragraphs deleted)*

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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 present its preliminary evaluation to the Owner and 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 scope, schedule, budget, and other requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, no less than three (3) options for a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.4.1** If community engagement is required by the Initial Information, Architect may be required to prepare presentation materials, lead meetings and document such meetings.

**§ 3.2.4.2** If a public hearing and MPRB approval of the Schematic Design is required, the Architect may be required to prepare presentation materials and publicly present the design.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital 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 and present to the Owner 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.

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§ 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 approval. The Architect shall, along with the appropriate consultants, present the Schematic Design Documents to the Owner's internal project team for questions and comment.

### § 3.3 Design Development Phase Services

*(Paragraphs deleted)*

§ 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 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, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval. The Architect shall, along with the appropriate consultants, present the Design Development Documents to the Owner's internal project team for questions and comment.

### § 3.4 Construction Documents Phase Services

*(Paragraphs deleted)*

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents that are sufficient for bidding and construction to the Owner for Owner's review. 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.

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

Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, order or other legal requirements including, but not limited to, all zoning restrictions or requirements of record, building, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations, and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating elements into the Project's design that would give rise to code interpretation.

§ 3.4.3 The Architect shall compile a Project Manual that includes the Conditions of the Contract for Construction and Specifications including, but not limited to, bidding requirements, sample forms, and Owner-provided Division 00 and 01 documents. The Architect shall review and update all Owner-provided documents per Project requirements. When Construction Documents are complete, Architect shall submit them to Owner for review prior to bidding..

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work when the Architect determines that the Construction Documents are seventy-five percent (75%) complete.

§ 3.4.4.1 When the documents are seventy-five percent complete (75%), the Architect shall, along with the appropriate consultants, present the Construction Documents to the Owner's internal project team for questions,

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comment, and approval. The Architect shall provide digital and paper copies of all mechanical, electrical, and plumbing fixture cut sheets and a material sample board and cut sheets.

**§ 3.4.5** The Architect shall: (1) submit signed Construction Documents for bidding to the Owner as follows: one (1) full size set of Drawings, one (1) half sized set of Drawings, and one (1) three-hole punch Project Manual; (2) advise the Owner of any adjustments to the estimate of the Cost of the Work; (3) take any action required under Section 6.5; and (4) request the Owner's approval of any and all actions. In addition, Architect shall submit to Owner two (2) copies of all mechanical, electrical, and plumbing fixture cut sheets and a material sample board and cut sheets.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall 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 (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) providing written recommendation to the Owner of responsive, apparent low bid based on a combination of alternates, as applicable, to meet the Owner's established budget.

#### **§ 3.5.2 Competitive Bidding**

*(Paragraphs deleted)*

**§ 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 per the Project Manual Division 00 by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders by providing Bidding Documents in electronic form to Owner;
- .2 conducting a pre-bid conference for prospective bidders, as scheduled by Owner; and
- .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.
- .4 consider requests for substitutions and prepare addenda identifying approved substitutions. bidders for distribution by Owner.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

*(Paragraphs deleted)*

**§ 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. Owner has amended AIA Document A201-2017 and those modifications will affect the Architect's services under 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 upon completion of the one-year (1 year) warranty walk through and resolution of issues following walk through.

#### **§ 3.6.2 Evaluations of the Work**

*(Paragraphs deleted)*

**§ 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

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completed, will be in accordance with the Contract Documents. The Architect shall document these site visits in a Field Report and provide such a report to Owner in a timely manner. 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 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. In the event that there is an additional cost to be added to the Project or additional time added to the Project's schedule due to performance issues, the Owner shall have the final decision concerning such matters.

**§ 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.

**§ 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**

*(Paragraphs deleted)*

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts to the Owner within seven days after receipt of the Contractor's Application for Payment. 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 issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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**

*(Paragraphs deleted)*

**§ 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.

**§ 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**  
*(Paragraphs deleted)*

**§ 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 Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

**§ 3.6.6 Project Completion**  
*(Paragraphs deleted)*

**§ 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 issue a final Certificate for Payment 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 balance of the Contract Sum remaining to be paid the Contractor, including 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 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.

§ 3.6.6.6 The Architect shall, upon receipt of as-built documents from the Contractor, prepare as constructed record drawings, and submit to owner computer-aided design (CAD) files and building information model (BIM) files, as applicable.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below, unless noted otherwise in the Agreement, 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	

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§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

*(Table deleted)*

*(Paragraphs deleted)*

**§ 4.1.2 Description of Supplemental Services**

*(Paragraphs deleted)*

**§ 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** If the Owner identified a Sustainable Objective in Article 1, the Architect may provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 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.

*(Paragraphs deleted)*

**§ 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 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, explain the facts and circumstances giving rise to the need, and receive written notice from the Owner to proceed. If, 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 will not compensate the Architect for services provided prior to the Owner's written notice to proceed;

- .1 Evaluating an extensive number of Claims as the Initial Decision Maker;

**§ 4.2.3** The Architect shall provide Construction Phase Services within the limits set forth below. When the limits below are reached, the Architect shall notify the Owner, and receive written notice from the Owner to proceed:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

*(Paragraphs deleted)*

**§ 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.

*(Paragraphs deleted)*

**§ 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 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.

*(Paragraph deleted)*

**§ 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.

*(Paragraph deleted)*

§ 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.

*(Paragraphs deleted)*

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner may include AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

*(Paragraph 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.

*(Paragraphs deleted)*

§ 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 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 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.

## ARTICLE 6 COST OF THE WORK

*(Paragraphs deleted)*

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; 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. Evaluations of the Owner's budget for the Cost of the Work, and 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

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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, if necessary, propose 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. Architect may propose 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. To meet the Owner's budget for the Cost of the Work, the Architect shall propose what materials, equipment, component systems, and types of adjustments to programs and scope of project and alternative bids.

**§ 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.

**§ 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, and the Owner shall cooperate with the Architect in making such adjustments, but Owner has the final decision making authority.

**§ 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, without additional compensation, shall 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. In any event, 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

*(Paragraphs deleted)*

**§ 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 and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** 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.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

*(Paragraphs deleted)*

**§ 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.

### **§ 8.2 Mediation**

*(Paragraphs deleted)*

**§ 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.

**§ 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

### **§ 8.3 Arbitration**

(Paragraphs deleted)

**§ 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**

(Paragraphs deleted)

**§ 8.3.4.1** Neither party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party.

**§ 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 by joinder the same rights of joinder as the Owner and Architect under this Agreement.

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

## **ARTICLE 9 TERMINATION OR SUSPENSION**

(Paragraphs deleted)

§ 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 the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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 and Reimbursable Expenses incurred prior to termination.

§ 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

*(Paragraphs deleted)*

§ 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 as amended and modified by Owner.

§ 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.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 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 after completion of the Project. 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 may 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.

§ 10.8 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 (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This Section 10.8 shall survive the termination of this Agreement.

§ 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.

§ 10.10 Architect, its officers, agents, owners, partners, employees, volunteers, and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy or confidentiality. If Architect creates, collects, receives, stores, uses maintains, or disseminates data because it performs functions of the Owner pursuant to this Agreement, then Architect must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Architect agrees to defend, indemnify, and hold harmless the Owner, its officials, officers, agents, employees, and volunteers from any claims resulting from Architect's officers', agents', owners', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of such protected data or other noncompliance with the requirements of this section. Architect agrees to promptly notify the Owner if it becomes aware of any potential claims or facts giving rise to such claims under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

§ 10.11 Architect agrees that the Owner, the Minnesota State Auditor or any of their respective duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement. Architect shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

#### 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)

.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

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(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.)

§ 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 upon by the Owner and Architect in writing

§ 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 zero percent ( 0 %), 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	percent (	)	%)
Design Development Phase	percent (	)	%)
Construction Documents Phase	percent (	)	%)
Procurement Phase	percent (	)	%)
Construction Phase	percent (	)	%)
<hr/>			
Total Basic Compensation	one hundred	percent (	100 %)

(Paragraphs deleted)

§ 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.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A, Hourly Billing Rates

(Table deleted)

(Paragraphs deleted)

(Table deleted)

**§ 11.8 Compensation for Reimbursable Expenses**

(Paragraphs deleted)

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, specifically excluding time spent in travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

#### § 11.10 Payments to the Architect

*(Paragraphs deleted)*

##### § 11.10.2 Progress Payments

*(Paragraphs deleted)*

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 35 days of presentation of the Architect's invoice.

§ 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.)*

#### 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

**.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.)

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 - Hourly Billing Rates

**.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)

*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** (Signature)

*(Printed name, title, and license number, if required)*

Secretary

Approved as to form  
Attorney for Owner:

*(Signature)*

*(Printed Name)*

*(Table deleted)*  
*(Paragraphs deleted)*

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# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

### 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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User Notes:

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# Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:56:55 ET on 08/08/2019.

## PAGE 2

- 1 — ~~INITIAL~~1 INITIAL INFORMATION
- 2 — ~~ARCHITECT'S~~2 ARCHITECT'S RESPONSIBILITIES
- 3 — ~~SCOPE~~3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 — ~~SUPPLEMENTAL~~4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 — ~~OWNER'S~~5 OWNER'S RESPONSIBILITIES
- 6 — ~~COST~~6 COST OF THE WORK
- 7 — ~~COPYRIGHTS~~7 COPYRIGHTS AND LICENSES
- 8 — ~~CLAIMS~~8 CLAIMS AND DISPUTES
- 9 — ~~TERMINATION~~9 TERMINATION OR SUSPENSION
- 10 — ~~MISCELLANEOUS~~10 MISCELLANEOUS PROVISIONS
- 11 — ~~COMPENSATION~~11 COMPENSATION
- 12 — ~~SPECIAL~~12 SPECIAL TERMS AND CONDITIONS
- 13 — ~~SCOPE~~13 SCOPE OF THE AGREEMENT

...

**§ 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.)*

**§ 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.)*

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User Notes:

(2016622960)

**§ 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.)*

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

.1 — Design phase milestone dates, if any:

.2 — Construction commencement date:

.3 — Substantial Completion date or dates:

.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.)*

**§ 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.)*

**§ 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.)*

**§ 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.)*

**§ 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.)*

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~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

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

§ 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.)

§ 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.)

~~§ 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.)~~

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and

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services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

~~§ 1.1.8 The Owner shall retain the following consultants and contractors:~~  
~~*(List name, legal status, address, and other contact information.)*~~

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

~~*(List any other consultants and contractors retained by the Owner.)*~~

§ 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.)*

~~§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:~~

~~*(List name, address, and other contact information.)*~~

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

.1 Geotechnical Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

**§ 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.)*

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

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

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*(List name, legal status, address, and other contact information.)*

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

**§ 1.1.11.1 Consultants retained under Basic Services to include, but not limited to:**

**.1 Structural Engineer:**

**.2 Mechanical Engineer:**

**.3 Electrical Engineer:**

**§ 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 shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, 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.

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

§ 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 shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

§ 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 —(\$ —) for each occurrence and —(\$ —) 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 —(\$ —) 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.

§ 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.

§ 2.1 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 design professionals 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. Any designs, drawings, or specifications prepared or furnished by Architect that contains errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 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.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million, Five Hundred Dollars (\$ 1,500,000.00 ) for each occurrence combined bodily injury and property damage, Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage, Two Million Dollars (\$2,000,000.00) Products-Completed Operations Aggregate, and One Million, Five Hundred Thousand Dollars (\$1,500,000.00) Personal and Advertising Injury.

§ 2.5.2 Automobile Liability covering vehicles owned, non-owned and hired vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per occurrence 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.

§ 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 with statutory benefits and limits which shall fully comply with all State requirements and have limits not less than \$500,000 for each accident; \$500,000 per disease; and \$500,000 per disease for each employee. If Architect is based outside the State of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if Architect is a sole proprietor, it is exempted from the above Workers' Compensation requirements.

§ 2.5.5 Employers' Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, including contractual liability coverage, with policy limits of not less than One Million, Five Hundred Thousand Dollars ( \$ 1,500,000 ) per claim and Two Million Dollars ( \$ 2,000,000 ) in the aggregate. Architect shall maintain this coverage in effect during the term of this Agreement and for two (2) years after the date of Substantial Completion.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies 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.

§ 2.5.9 Section 2.5 establishes the minimum insurance requirements. It is the sole responsibility of the Architect to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. 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.

§ 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.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary landscape architecture, civil, structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall: manage the Architect's services; research applicable design criteria; attend and document Project meetings and circulate to the Owner in a timely manner the minutes of such 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 and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit 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 reasonable and customary allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, for approval of submissions by authorities having jurisdiction over the Project, and for the Owner's procurement process. 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.

§ 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 approval.

§ 3.1.5 The Architect shall, at appropriate times, with adequate notice to include the Owner, 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.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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 present its preliminary evaluation to the Owner and 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 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital 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 approval.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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 present its preliminary evaluation to the Owner and 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 scope, schedule, budget, and other requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, no less than three (3) options for a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.4.1 If community engagement is required by the Initial Information, Architect may be required to prepare presentation materials, lead meetings and document such meetings.

§ 3.2.4.2 If a public hearing and MPRB approval of the Schematic Design is required, the Architect may be required to prepare presentation materials and publicly present the design.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital 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 and present to the Owner 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 approval. The Architect shall, along with the appropriate consultants, present the Schematic Design Documents to the Owner's internal project team for questions and comment.

§ 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 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, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 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 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, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval. The Architect shall, along with the appropriate consultants, present the Design Development Documents to the Owner's internal project team for questions and comment.

~~§ 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 assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) 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~~ The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

~~§ 3.4.5~~ The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents that are sufficient for bidding and construction to the Owner for Owner's review. 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.

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

Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, order or other legal requirements including, but not limited to, all zoning restrictions or requirements of record, building, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations, and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating elements into the Project's design that would give rise to code interpretation.

§ 3.4.3 The Architect shall compile a Project Manual that includes the Conditions of the Contract for Construction and Specifications including, but not limited to, bidding requirements, sample forms, and Owner-provided Division 00 and 01 documents. The Architect shall review and update all Owner-provided documents per Project requirements. When Construction Documents are complete, Architect shall submit them to Owner for review prior to bidding..

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work when the Architect determines that the Construction Documents are seventy-five percent (75%) complete.

§ 3.4.4.1 When the documents are seventy-five percent complete (75%), the Architect shall, along with the appropriate consultants, present the Construction Documents to the Owner's internal project team for questions, comment, and approval. The Architect shall provide digital and paper copies of all mechanical, electrical, and plumbing fixture cut sheets and a material sample board and cut sheets.

§ 3.4.5 The Architect shall: (1) submit signed Construction Documents for bidding to the Owner as follows: one (1) full size set of Drawings, one (1) half sized set of Drawings, and one (1) three-hole punch Project Manual; (2) advise the Owner of any adjustments to the estimate of the Cost of the Work; (3) take any action required under Section 6.5; and (4) request the Owner's approval of any and all actions. In addition, Architect shall submit to Owner two (2) copies of all mechanical, electrical, and plumbing fixture cut sheets and a material sample board and cut sheets.

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The Architect shall 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 (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) ~~awarding and preparing contracts for construction providing written recommendation to the~~ Owner of responsive, apparent low bid based on a combination of alternates, as applicable, to meet the Owner's established budget.

...

§ 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 — facilitating the distribution of Bidding Documents to prospective bidders;
- .2 — organizing and conducting 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 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 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 Negotiated Proposals**

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

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal 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 contractors.~~

§ 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 per the Project Manual Division 00 by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders by providing Bidding Documents in electronic form to Owner;
- .2 conducting a pre-bid conference for prospective bidders, as scheduled by Owner; and
- .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.

.4 consider requests for substitutions and prepare addenda identifying approved substitutions. bidders for distribution by Owner.

...

~~§ 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 issues the final Certificate for Payment.~~

§ 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. Owner has amended AIA Document A201-2017 and those modifications will affect the Architect's services under 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 upon completion of the one-year (1 year) warranty walk through and resolution of issues following walk through.

§ 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.

§ 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.

§ 3.6.2.1 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. The Architect shall document these site visits in a Field Report and provide such a report to Owner in a timely manner. 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 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. In the event that there is an additional cost to be added to the Project or additional time added to the Project's schedule due to performance issues, the Owner shall have the final decision concerning such matters.

§ 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.

§ 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.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the 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 issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts to the Owner within seven days after receipt of the Contractor's Application for Payment. 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 issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 3.6.4.1 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.

§ 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.

§ 3.6.4.1 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.

§ 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.

§ 3.6.5.1 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 Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to 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 Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 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 — issue a final Certificate for Payment 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 balance of the Contract Sum remaining to be paid the Contractor, including 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.

§ 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 issue a final Certificate for Payment 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 balance of the Contract Sum remaining to be paid the Contractor, including 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** 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.

**§ 3.6.6.6** The Architect shall, upon receipt of as-built documents from the Contractor, prepare as constructed record drawings, and submit to owner computer-aided design (CAD) files and building information model (BIM) files, as applicable.

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**§ 4.1.1** The services listed below, unless noted otherwise in the Agreement, 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.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	
<b>§ 4.1.1.2</b> Multiple preliminary designs	
<b>§ 4.1.1.3</b> Measured drawings	
<b>§ 4.1.1.4</b> Existing facilities surveys	
<b>§ 4.1.1.5</b> Site evaluation and planning	
<b>§ 4.1.1.6</b> Building Information Model management responsibilities	
<b>§ 4.1.1.7</b> Development of Building Information Models for post construction use	
<b>§ 4.1.1.8</b> Civil engineering	
<b>§ 4.1.1.9</b> Landscape design	
<b>§ 4.1.1.10</b> Architectural interior design	

<u>§ 4.1.1.11 Value analysis</u>	
<u>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3</u>	
<u>§ 4.1.1.13 On-site project representation</u>	
<u>§ 4.1.1.14 Conformed documents for construction</u>	
<u>§ 4.1.1.15 As-designed record drawings</u>	
<u>§ 4.1.1.16 As-constructed record drawings</u>	
<u>§ 4.1.1.17 Post-occupancy evaluation</u>	
<u>§ 4.1.1.18 Facility support services</u>	
<u>§ 4.1.1.19 Tenant-related services</u>	
<u>§ 4.1.1.20 Architect's coordination of the Owner's consultants</u>	
<u>§ 4.1.1.21 Telecommunications/data design</u>	
<u>§ 4.1.1.22 Security evaluation and planning</u>	
<u>§ 4.1.1.23 Commissioning</u>	
<u>§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3</u>	
<u>§ 4.1.1.25 Fast-track design services</u>	
<u>§ 4.1.1.26 Multiple bid packages</u>	
<u>§ 4.1.1.27 Historic preservation</u>	
<u>§ 4.1.1.28 Furniture, furnishings, and equipment design</u>	
<u>§ 4.1.1.29 Other services provided by specialty Consultants</u>	
<u>§ 4.1.1.30 Other Supplemental Services</u>	

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§ 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.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<u>§ 4.1.1.1 Programming</u>	
<u>§ 4.1.1.2 Multiple preliminary designs</u>	
<u>§ 4.1.1.3 Measured drawings</u>	
<u>§ 4.1.1.4 Existing facilities surveys</u>	
<u>§ 4.1.1.5 Site evaluation and planning</u>	
<u>§ 4.1.1.6 Building Information Model management responsibilities</u>	
<u>§ 4.1.1.7 Development of Building Information Models for post construction use</u>	
<u>§ 4.1.1.8 Civil engineering</u>	
<u>§ 4.1.1.9 Landscape design</u>	
<u>§ 4.1.1.10 Architectural interior design</u>	

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<del>§ 4.1.1.11 Value analysis</del>	
<del>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3</del>	
<del>§ 4.1.1.13 On-site project representation</del>	
<del>§ 4.1.1.14 Conformed documents for construction</del>	
<del>§ 4.1.1.15 As-designed record drawings</del>	
<del>§ 4.1.1.16 As-constructed record drawings</del>	
<del>§ 4.1.1.17 Post-occupancy evaluation</del>	
<del>§ 4.1.1.18 Facility support services</del>	
<del>§ 4.1.1.19 Tenant-related services</del>	
<del>§ 4.1.1.20 Architect's coordination of the Owner's consultants</del>	
<del>§ 4.1.1.21 Telecommunications/data design</del>	
<del>§ 4.1.1.22 Security evaluation and planning</del>	
<del>§ 4.1.1.23 Commissioning</del>	
<del>§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3</del>	
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<del>§ 4.1.1.28 Furniture, furnishings, and equipment design</del>	
<del>§ 4.1.1.29 Other services provided by specialty Consultants</del>	
<del>§ 4.1.1.30 Other Supplemental Services</del>	

~~§ 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 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

~~§ 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 If the Owner identified a Sustainable Objective in Article 1, the Architect may provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

§ 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;
- .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;  
or;
- .11 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 and Construction Change Directives 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 — ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2 — ( ) visits to the site by the Architect during construction~~
- ~~.3 — ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4 — ( ) inspections for any portion 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 ( ) 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.~~

§ 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 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, explain the facts and circumstances giving rise to the need, and receive written notice from the Owner to proceed. If 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 will not compensate the Architect for services provided prior to the Owner's written notice to proceed;

- .1 Evaluating an extensive number of Claims as the Initial Decision Maker;

§ 4.2.3 The Architect shall provide Construction Phase Services within the limits set forth below. When the limits below are reached, the Architect shall notify the Owner, and receive written notice from the Owner to proceed:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 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 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.

**§ 5.3** 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.

**§ 5.1** 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.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ - 2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 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.

**§ 5.2** 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 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.

**§ 5.9** 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.

§ 5.3 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.

~~§ 5.10 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.~~

§ 5.5 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.

~~§ 5.11 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.~~

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner may include AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

~~§ 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.~~

§ 5.8 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.

~~§ 5.14 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.~~

§ 5.9 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 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 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.

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include 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 contingencies for changes in the Work; 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. Evaluations of the Owner's budget for the Cost of the Work, and 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.~~

~~§ 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, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; 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. Evaluations of the Owner's budget for the Cost of the Work, and 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, if necessary, propose 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. Architect may propose 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. To meet the Owner's budget for the Cost of the Work, the Architect shall propose what materials, equipment, component systems, and types of adjustments to programs and scope of project and alternative bids.

§ 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.

§ 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, and the Owner shall cooperate with the Architect in making such adjustments, but Owner has the final decision making authority.

§ 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, without additional compensation, shall 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. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 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 and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 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.

§ 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 and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 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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§ 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.

§ 8.1.1 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.

**§ 8.2.1** 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.

**§ 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.)*

- 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.

**§ 8.2.1** 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.

**§ 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

~~§ 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.~~

§ 8.3.1 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.

§ 8.3.4.1 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.

~~§ 8.3.4.1~~ Neither party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party.

~~§ 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 by joinder the same rights of joinder as the Owner and Architect under this Agreement.

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

~~§ 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 the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

~~§ 9.3~~ If the Owner suspends the Project for more than 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:

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

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

**§ 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.

**§ 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 the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 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 and Reimbursable Expenses incurred prior to termination.

**§ 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.

**§ 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.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 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.

**§ 10.8** 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.

**§ 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 as amended and modified by Owner.

**§ 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.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 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 after completion of the Project. 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 may 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.

§ 10.8 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 (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This Section 10.8 shall survive the termination of this Agreement.

§ 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.

§ 10.10 Architect, its officers, agents, owners, partners, employees, volunteers, and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy or confidentiality. If Architect creates, collects, receives, stores, uses maintains, or disseminates data because it performs functions of the Owner pursuant to this Agreement, then Architect must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Architect agrees to defend, indemnify, and hold harmless the Owner, its officials, officers, agents, employees, and volunteers from any claims resulting from Architect's officers', agents', owners', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of such protected data or other noncompliance with the requirements of this section. Architect agrees to promptly notify the Owner if it becomes aware of any potential claims or facts giving rise to such claims under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

§ 10.11 Architect agrees that the Owner, the Minnesota State Auditor or any of their respective duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement. Architect shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

§ 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)

.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.)

§ 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 upon by the Owner and Architect in writing.

§ 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 zero percent ( 0 %), 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:

<u>Schematic Design Phase</u>	<u>percent (</u>	<u>)%</u>
<u>Design Development Phase</u>	<u>percent (</u>	<u>)%</u>
<u>Construction Documents</u>	<u>percent (</u>	<u>)%</u>
<u>Phase</u>		
<u>Procurement Phase</u>	<u>percent (</u>	<u>)%</u>
<u>Construction Phase</u>	<u>percent (</u>	<u>)%</u>
<u>Total Basic Compensation</u>	<u>one hundred percent (</u>	<u>100 )%</u>

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§ 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)

~~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.)~~

~~§ 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.)~~

~~§ 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 ~~—~~ percent (~~—~~%), 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:

~~§ 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.

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

See Exhibit A, Hourly Billing Rates

Schematic Design Phase	percent (	)
Design Development Phase	percent (	)
Construction Documents Phase	percent (	)
Procurement Phase	percent (	)
Construction Phase	percent (	)

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Total Basic Compensation	one hundred percent (	100	)
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~~§ 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

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User Notes:

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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 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.)*

**Employee or Category**

**Rate (\$0.00)**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus \_\_\_\_\_ percent (\_\_\_\_%) of the expenses incurred.

**§ 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.)*

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, specifically excluding time spent in travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of —(\$ —) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 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 —( —) 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.)*

—%

§ 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.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 35 days of presentation of the Architect's invoice.

§ 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.

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§ 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

.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.)

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 - Hourly Billing Rates

.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)*

Secretary

Approved as to form  
Attorney for Owner:

(Signature)

(Printed Name)

**§ 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<sup>TM</sup> 2017, Standard Form Agreement Between Owner and Architect
- ~~.2~~ AIA Document E203<sup>TM</sup> 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

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

AIA Document E204<sup>TM</sup> 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

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.)*

~~.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)*



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Alana Mosley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:56:55 ET on 08/08/2019 under Order No. 1416786675 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*