REQUEST FOR QUALIFICATIONS (RFQ)
Design Services
Riverfront Park and Minneapolis Grand Rounds Expansion at Upper Harbor Terminal
Minneapolis, Minnesota

Release Date: June 12, 2019
Non-Mandatory Pre-Submittal Meeting: Monday June 17, 10:00 a.m. CST
Questions Due: Tuesday June 25, 12:00 noon CST
Final addenda issued: June 28, 2019
Qualifications Due: Wednesday, July 3, 2019, 12:00 noon CST
Shortlisted Firms Notified: July 9, 2019
Tentative Interview Dates: Monday, July 16 and Tuesday, July 17

Submit to: Kate Lamers, ASLA, PLA
Project Manager, Planning Division
Minneapolis Park & Recreation Board
2117 West River Road
Minneapolis, MN 55411
KLamers@MinneapolisParks.org

1.0 GENERAL INFORMATION

1.1 REQUEST

The Minneapolis Park and Recreation Board (MPRB) seeks a consulting firm or team to design a new riverfront park at the Upper Harbor Terminal (UHT) site within the Above the Falls Regional Park in Minneapolis. Upon review of submittals and interviews, one or more shortlisted consultants will be invited to draft a scope of work and fee proposal. The selected consultant will work closely with a public realm program expert (to be selected concurrently to this response). The selected consultant will enter into a professional services agreement with the MPRB for conceptual design of the full park and schematic design, design development, construction documents, bidding services, and construction administration for phase I park development.

1.2 BACKGROUND

With this project, the MPRB is embarking on its next era of Minneapolis Grand Rounds National Scenic Byway expansion and Mississippi riverfront regional park development. The creation of the Above the Falls Regional Park in 2000 and the ongoing ambition, embodied in the RiverFirst Initiative, to transform the community’s relationship to the riverfront have set the stage for new public realm along the river through north and northeast Minneapolis.
For the past several years, the MPRB has engaged with the City of Minneapolis and United Properties development team in a collaborative planning effort focused on redevelopment of the 48-acre Upper Harbor Terminal site on the north Minneapolis riverfront. In addition to conceiving of river-facing mixed-use development, the process has yielded definition of nearly twenty acres of new parkland and nearly a mile of public riverfront. In 2018, the City and MPRB were awarded state bonding proceeds and committed local funds toward the development of parkland and infrastructure on the site.

The Minneapolis park system, originally conceived in the 1880s, is rooted in the creation of neighborhood parks across the city and the establishment of a linear park framework called the Minneapolis Grand Rounds. Today, that framework – the Minneapolis Grand Rounds National Scenic Byway – offers an interconnected network of 55 miles of urban parkways, trails and greenways across thousands of acres of regional parkland including all of the city’s lakes and streams and most of the Mississippi River. Two sections of the Grand Rounds have yet to be implemented. This project will address the deficit in one of them.

Unlike lakes, streams, and portions of the Mississippi River incorporated into the Grand Rounds prior to surrounding urbanization, the river through north and northeast Minneapolis was already developed with industry when the Minneapolis Park Board was formed in 1883. As a result, the Grand Rounds system has only barely touched the upper or “Above the Falls” stretch of riverfront. The MPRB is committed to remediying this deficit by extending parkland and natural amenity access, recreational programming, and park facilities to the Above the Falls area.

Upper Harbor Terminal will be a formative model for the next era of the Grand Rounds and regional park development that addresses emerging understandings of circulation, recreation, urban ecology, cultural landscapes, environmental justice, community benefits, and the creation of welcoming public realm.

1.3 ORIGINAL WORK

The MPRB is a major urban recreation provider with unique responsibilities to users of one of the most extensive and recognized park systems in the country. In seeking a consultant or consulting team to assist in delivering studies, reports, plans or professional services intended to serve Minneapolis park users, the MPRB requires that the consultant or consulting team deliver original work for all phases of a project. This work includes research and investigations supporting the task; designs as demonstrated in graphics and narrative; models for programming, staffing, and operations based on the MPRB’s service delivery capabilities; and other deliverables, all targeted specifically to the effort described in the solicitation.

The MPRB will not accept work previously performed for other organizations that has been copied, in whole or in part, from other reports or studies, unless the provision of such is noted in the consultant’s or consulting team’s original response for the provision of professional services. If such “liberated” materials are proposed in the original responses to be used, the original source must be cited fully.
2.0 PROJECT INFORMATION

2.1 SCOPE OF SERVICES

The selected consultant will be responsible to provide comprehensive professional services and a Minnesota-licensed professional in disciplines warranted by the project. The selected consultant will lead the scope of services in close collaboration with oversight bodies, stakeholders and the community.

The selected consultant is anticipated to coordinate and perform their work generally aligned with the sequential stages of activity identified below. A detailed scope of work and associated fee will be requested upon selection among RFQ responses.

**Conceptual Design.** This stage of activity will establish a deep understanding of the parkland and its context, explore a broad range of program and design alternatives, arrive at a preferred full park concept and define phase I park development. Conceptual design will address the full scope of the park as well as ecological, recreational, circulation, and urban design interface with the broader site and district. Through meaningfully diverse alternatives, the consultant will compare and contrast implications for program, community benefits, aesthetics, ecological function, site inter-relationships, development cost, means and timing of implementation and other factors. Based on the spectrum of internal and community evaluation, alternatives will be refined into a preferred approach from which phasing and budgeting will be developed. Key deliverables will be assembled into a conceptual design package of graphic and narrative materials depicting process, products and implications determined in this phase of work.

There will be close collaboration with the public realm program consultant (selected through concurrent RFQ) and City of Minneapolis transportation planning consultant. Conceptual design will be approved by the MPRB Board of Commissioners as well as by the UHT redevelopment partnership as part of a package of park, infrastructure and redevelopment strategies called the UHT Coordinated Plan.

**Schematic Design.** In this stage of work, the scope shifts to what has been determined in Conceptual Design as Phase I construction. The selected consultant will study, evaluate, ground-truth, and detail project plans and program to an SD-level of detail as generally described in AIA documents and prepare refined cost estimating.

The project is expected to follow a traditional design/bid/build process and to be procured through the City of Minneapolis Procurement Division. The MPRB will consider, early in the SD stage, whether to engage the services of a construction manager for phase I construction, which could alter the services provided by the selected consultant.
Design Development. Upon authorization to proceed, the selected consultant is to prepare refined project plans, program and details to a DD-level as generally described in AIA documents. Procurement methods and bid pack determinations will be made in this stage of work.

Construction Documents. Upon authorization to proceed, the selected consultant will prepare 100% CDs as generally described in AIA documents.

Construction Administration (includes bidding and commissioning). The selected consultant will prepare electronic construction documents according to City of Minneapolis procurement procedures. The design team will participate in a pre-bid conference, answer bidder questions, prepare addenda as needed, and review/act on requests for substitution.

During construction, the selected consultant will attend construction progress meetings, review and act on submittals, submit periodic observation reports, issue change in work documentation as needed, participate in review and certification of pay requests from the general contractor, prepare and oversee completion of punch list(s), and conduct a walk-through with follow-up report upon substantial completion, and an 11-month warranty walk through.

The selected consultant will provide record drawings showing field modifications as noted on the general contractor’s as-built field drawings. MPRB standards for record drawings include half-size scalable set of printed and bound documents, electronic files in PDF format, and electronic AutoCAD files of the drawings.

The selected consultant will facilitate the process of commissioning the project back to the MPRB upon completion including training and packaging of project manuals, warranties, instructions, etc.

The MPRB will engage, under a separate contract, services related to cost estimation and constructability with those consultants reporting directly to the MPRB. It is not necessary for a responder to include those services as part of its qualifications.

Professional services anticipated by the MPRB to be necessary in pursuit of this project include, but are not necessarily limited to:

Primary
- Landscape Architecture
- Civil Engineering
- Ecological Design
- Transportation Planning Advisory Services

Secondary
- Architecture
- Structural Engineering
- Lighting Design
- Electrical Engineering
- Signage & Wayfinding

The UHT location and project area is generally defined in the following diagram:
2.2 CONSTRUCTION BUDGET

The preliminary construction budget for phase 1 park development is established at $7.7 million including contingencies. Development of a new parkway within the proposed park boundary is not included in this budget. The MPRB’s financial participation in parkway development has not been determined but could alter the stated budget.

2.3 GENERAL PROJECT TIMELINE

The following timeline frames major steps toward implementation of the first phase of park improvement at Upper Harbor Terminal.

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
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<tbody>
<tr>
<td>Community Advisory Committee formulation</td>
<td>June 2019</td>
</tr>
<tr>
<td>Program and Design consultant selection</td>
<td>June – July 2019</td>
</tr>
<tr>
<td>Program Model (full park)</td>
<td>August – December 2019</td>
</tr>
<tr>
<td>Conceptual Design (full park) (incl. Board of Commissioners approval) &amp; Plan Coordination with private development</td>
<td>August 2019 – February 2020</td>
</tr>
<tr>
<td>Schematic Design (phase I park development)</td>
<td>April – September 2020</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>Sept 2020 – June 2021</td>
</tr>
<tr>
<td>Approvals and permitting</td>
<td>Sept 2020 – June 2021</td>
</tr>
<tr>
<td>Bidding &amp; Contract Award (phase I park development)</td>
<td>Sept – December 2021</td>
</tr>
<tr>
<td>Construction (phase I park development)</td>
<td>April 2022 – June 2023</td>
</tr>
</tbody>
</table>
2.4 PLANNING AND DESIGN CONTEXT

Public realm in Minneapolis is almost always created through agency collaborations and deep engagement with community. The context of collaboration and engagement is even more central to the Upper Harbor Terminal because of its neighborhood connections, relationship with proposed development, and continuing community dialogue about its best future.

It is important for responders to know that the work of this RFQ will be conducted within the context of ongoing MPRB efforts to hear the community and best understand the role of parks in gentrification and displacement and providing a spectrum of community benefits. Even though this RFQ is not seeking direct consultation in these topics, it is important for the MPRB to select consulting partners who demonstrate understanding of important cultural, economic, and ecological issues and abilities to formulate design solutions through multiple lenses.

The following contextual issues are important for Responders to recognize:

**Program Model (separate RFQ).** To break out of the tendency to think “program” is the collection of stuff on the landscape, the MPRB will seek a public realm program expert through a separate RFQ to develop a Program Model for the park at UHT. The Program Model will be developed one step ahead of but in close collaboration with the selected design team.

The Program Model will analyze community values as a basis for understanding visitor/resident motivations and interests. Importantly, visitors and residents are defined as humans and non-humans in order to build robust approaches to not only interests of people but the needs of pets, wildlife, and the multi layers of ecological function. From this understanding, the Program Model will analyze precedents, establish an experiential framework for the park, and identify a spectrum of activities to be explored in conceptual design alternatives.

**Other Direct Stakeholders.** The MPRB will be the contracting authority for the work of this RFQ. Other agencies and partners, however, will be closely engaged in oversight and review of the work.

**Adjacent Private Development.** The City of Minneapolis Department of Community Planning & Economic Development and the United Properties development team are direct collaborators on private redevelopment adjacent to future parkland at UHT. In March, the City of Minneapolis approved a [concept plan for UHT redevelopment](http://upperharbormpls.com/) and the MPRB approved definition of the park boundary as part of the concept. Coordinating the integration of public and private land uses, program, circulation, viewsheds, noise-sheds, etc. will be fundamental to the design process.

**Concept plan link:**

Parkway. The new parkway through UHT will exist within parkland. However, because it is integral to the transportation network serving redevelopment, the City of Minneapolis Department of Public Works will be the contracting authority for its design and engineering as part of the overall street network. The MPRB will be a direct partner to Minneapolis Public Works in oversight of parkway design. For that reason, MPRB desires that responders include transportation advisory services, which can be called on as needed by the MPRB.

Stormwater Management. The Mississippi Watershed Management Organization is conducting an analysis of district and regional stormwater management opportunities across the entire 48 acres to the schematic design stage. The effort includes stormwater analysis, infiltration, treatment and reuse alternatives, and grey/green infrastructure determinations. Upon schematic design completion, the MPRB and MWMO will determine the process and contract agent for completing design, engineering, and construction for stormwater elements within the park boundary. The public and private partners will consider opportunities and coordinate ways to implement a cohesive plan.

Municipal Utilities. Minneapolis Public Works will be the contract agent for engineering and construction of municipal utilities serving the site, including those within the parkway footprint and stubs into the park.

Community Engagement by the City of Minneapolis. In addition to the community engagement process conducted by the MPRB in connection to park program and design, the City of Minneapolis will be engaging the community about private development and other public realm improvements at UHT through a separate community committee. MPRB and City staff representatives will act as liaisons between the two committees. There may be joint committee meetings when the selected consultant will be asked to present materials and participate in the City’s committee.

Environmental Review. The City and development team will prepare an Alternative Urban Areawide Review (AUAR) during the work of this RFQ. The selected consultant will be asked to assemble park program and design data to be shared with the City as part of AUAR preparation.

2.5 OUTCOMES

The MPRB is not specifying a work plan or scope of work as a part of this Request for Qualifications, but instead offers outcomes that must be achieved by the consultant as a part of the design process. The successful responder will be responsible for defining and providing a Scope of Work aligned with the outcomes framed below following the selection process and prior to award of an agreement for services. The MPRB has defined the following as necessary outcomes of the preliminary design process:

Process outcomes
- Respect for MPRB Community Engagement policies and the approved CE Plan for this project.
• Strong client-consultant communications.
• Fulfillment of deliverables and project schedule (to the extent influenced by consultant).
• Appropriate levels of design progression and plan document detail at each design stages.
• Concept alternatives that embody multiple layers of community benefit and meaningful contrasts in design/program.
• Concept alternative metrics that contribute to client and community understanding/decision-making.
• Innovative and inventive design options that appropriately push boundaries but are also realistic to implement within project parameters.
• Approachable and understandable design communications (appropriately geared to the client, community and construction industry).

Built project outcomes
• A park that feels welcoming to the broad spectrum of community.
• Fulfillment of multiple layers of community benefit.
• A park exquisitely designed and built to last.
• A park that celebrates the Mississippi River and contributes to the Minneapolis public realm.
• A park that embodies multiple layers of community benefit.
• A reliable opinion of probable cost, established in year-of-implementation dollars, along with estimates of the costs of operations;
• A set of documents demonstrating the design that can be used by the MPRB for its internal purposes and for possible fundraising;
• Exquisite construction detailing that understands the challenges of Minnesota climate and public use.
• A park program and design that is welcoming to a broad spectrum of community with particular focus on communities of color and underserved communities.

Community outcomes
• A process that has bolstered community trust.
• A park the community is passionate about.

2.6 PROJECT OVERSIGHT AND COMMUNITY ENGAGEMENT

In addition to guidance and direction from MPRB staff and partners, the program and design process will include engagement and review according to a Community Engagement Plan created by the MPRB. See the current Community Engagement Plan; this plan is expected to evolve with the project. The frequency and timing of meetings with groups identified below will be determined in concert with the selected consultant.

Community Engagement Plan Link:

The MPRB will form two oversight bodies to guide and coordinate program, design and construction activities. MPRB representatives will facilitate and manage each body and their meetings. The selected consultant will be expected to prepare materials and participate directly in meetings.

**Project Management.** To integrate the work of agencies directly conducting design within the park boundary and provide unified direction to consultants, a Project Management Team (PMT) will be formed with staff representation from the MPRB, Minneapolis Public Works, and Mississippi Watershed Management Organization. The PMT will meet regularly and often through the program and design process. The selected consultants will be asked to participate in selected PMT meetings.

**Stakeholder Advisory.** To integrate design and construction activities occurring outside the park boundary but with impacts to the park, a Stakeholder Committee will be formed consisting of staff representation from the MPRB, Minneapolis Departments of CPED and Public Works, MWMO, and the United Properties team. The Stakeholder Committee will meet routinely through the program and design process. The selected consultants will be asked to participate in selected Stakeholder Advisory meetings.

Throughout the program and design process, the MPRB will engage the community through formal and informal methods in order to shape park directives.

**Community Advisory Committee (CAC).** It is the practice of the MPRB to engage the community through a wide range of methods in a design process, including creation of a CAC that meets frequently to offer insights and guidance to the park development process. The selected consultant will participate regularly in CAC meetings facilitated and coordinated by MPRB staff.

**Informal Community Engagement.** In addition to formal advice and recommendations from the CAC, MPRB staff will also engage the community through informal methods gained through other gatherings and venues as described in the Community Engagement Plan. The selected consultant is not expected to participate directly in these activities although the input received may form important points of consideration in program and design directives.

3.0 RESPONSES TO REQUEST FOR QUALIFICATIONS

3.1 PRE-SUBMITTAL MEETING, QUESTIONS, AND ADDENDA

A non-mandatory, pre-submittal meeting for the work of this RFQ will be held at the MPRB headquarters, 2117 West River Road, Minneapolis, MN 55411. The pre-submittal meeting will be a joint meeting to address both the Program and Design requests.

Questions are to be submitted via email only to the MPRB Project Manager identified on the first page of this RFQ. Questions that change or substantially clarify the RFQ will be issued by written Addenda. Addenda will be posted to the MPRB Business Opportunities webpage. See the dates on the first page of this RFQ for questions deadlines and posting of addenda.
Any communication with the MPRB’s Project Manager shall occur via email only. Because of significant coordination and possible team overlap between this RFQ and a solicitation for design and engineering services, once this RFQ is available, MPRB will only accept emailed questions regarding both services.

3.2 CONTENT OF A RESPONSE

It is the Responder’s responsibility to submit materials by the deadline and in the format described in this Section. 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 expects creative, unique responses specific to this request and this project. Submissions not formatted as described in this section will not be considered.

Format and Content of Responses. Responders shall direct particular attention to the order and requirements of information to be included in a response as indicated in the chart below.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Requirements</th>
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<tbody>
<tr>
<td>1</td>
<td>Cover Letter</td>
<td>Limited to one page.</td>
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<tr>
<td>2</td>
<td>Team Identification</td>
<td>1) Concise description of each firm making up the team.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Name, address, and phone number of the lead consultant and office location from which the work would be conducted for a lead consultant with offices outside the Twin Cities region.</td>
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<tr>
<td></td>
<td></td>
<td>3) Name, address, and phone number of each consulting team member, and the office location from which the work would be conducted for a consultant with offices outside the Twin Cities region.</td>
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<td>4) Name, title, email, and phone number of the person who is primarily responsible for preparing the response.</td>
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<td></td>
<td></td>
<td>5) If members of the team have previously done work since the start of the current planning process (fall, 2015) define the work done and who held the contract. If members of the team are currently under contract, or have pending contracts to do work on the Upper Harbor Terminal generally define the work planned and contract holders.</td>
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<td>• The response for this section shall be limited to three pages.</td>
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<tr>
<td>3</td>
<td>Project Understanding</td>
<td>6) Beyond information contained in this Request for Qualifications, describe the consultant’s understanding of the need and intent of this project.</td>
</tr>
</tbody>
</table>
7) **How does the consultant envision the relationship between 1) public realm program and design, and 2) the consultant responsible for each?**

8) **MPRB has compiled significant community input over several years regarding desired park experiences and improvements at UHT (much of the information is available on the project website under engagement summaries).** How does the consultant propose to apply this data to their work?

   *Engagement summaries:*
   

   * The response for this section shall be limited to three pages.

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<tr>
<th>4</th>
<th>Skills and Experience of Lead Consultant (the firm) &amp; Project Lead (the person)</th>
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<tbody>
<tr>
<td>9) <strong>How was the project lead chosen for this effort and why is that individual well suited for this position?</strong></td>
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<tr>
<td>10) <strong>What one or two projects completed by the Lead Consultant are most similar to this request and how do they demonstrate experience related to the work? Provide abbreviated narrative, graphic, and pictorial support as well as references and contact information.</strong></td>
<td></td>
</tr>
<tr>
<td>11) <strong>What role did the Project Lead play in the referenced projects and how did their performance contribute to the project’s success?</strong></td>
<td></td>
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<tr>
<td>12) <strong>Who may be contacted as a reference for detailed questions about the project identified as relevant similar experience?</strong></td>
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<tr>
<td>13) <strong>What other projects demonstrate the project lead’s capacity to perform all stages of the work required for this project? Provide abbreviated narrative, graphic, and pictorial support for those projects.</strong></td>
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</table>

- The Project Lead shall be the single individual with primary responsibility for the consultant’s or consultant team’s work, interactions, and deliverables. The Project Lead shall have authority for making decisions for the consultant or consultant team, including negotiating changes in the professional services agreement, should modifications become necessary.

- In submitting a response and identifying a Project Lead, the MPRB assumes the Project Lead has sufficient time to fully serve in this role. No substitution in the role of Project Lead will be
permitted unless the individual listed leaves the consultant firm or is physically unable to perform the work, in which case it shall be presumed that a Project Lead with substantially similar experience will be assigned and made similarly available to the project. The MPRB reserves the right to review and confirm the qualifications and suitability of any substituted Project Lead. In the event of a departure of a Project Lead, 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.

- The response for this section shall be limited to four pages.

| 5 | Skills and Experience of Consulting Team Members and Key Personnel | 14) What projects performed by members of the consulting team are most like the focus of this request and what roles did the team members play in the projects? Provide abbreviated narrative and graphic support for the projects, including references and contact information.

15) What other projects demonstrate the team member’s capacity to perform all stages of the work required for this project? How has this experience contributed to the responding team’s qualifications?

16) Why are the key team members assigned and why are they well positioned to perform those roles?

17) Are there roles deemed necessary by the consultant to perform their scope of work have not been filled at the time of response submittal and why?

- Key Personnel shall be those individuals responsible for assuming significant tasks and assuring the quality of key deliverables.

- Responders confirm that Key Personnel have time sufficient to fully serve the role. MPRB reserves the right to review and confirm any substitution during the project. The consultant assumes responsibilities related to “onboarding,” gaps of information, delays of the project, or other similar issues resulting from a transition in high level project personnel.

- The response for this section shall be limited to five pages.

| 6 | Approach | 18) In general terms, describe the approach to creating plans and construction documents for the project. Include roles for owner, key stakeholders, and |
community. Identify general milestones, checkpoints and deliverables, but do not include a full work scope and schedule.

- The response for this section shall be limited to three pages.

<table>
<thead>
<tr>
<th>Risks</th>
<th>19) What risks might be encountered in this process and how will the consultant mitigate those risks?</th>
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<tbody>
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<td>- The response for this section shall be limited to one page.</td>
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<tr>
<th>Certification</th>
<th>20) The responder shall provide and agree to the following statement, executed by an individual with authority to represent fully the activities and interests of the Responder:</th>
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<tr>
<td></td>
<td>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 Qualifications 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 submittal.</td>
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<td>(Signature) (Title) (Date)</td>
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<td>- The response for this section shall be limited to one page.</td>
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In addition 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 (side) of a sheet of paper;
- No page shall be larger than 8-1/2 inches by 11 inches;
- 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
- No other material or information shall be appended to a response.

3.3 SMALL AND UNDER-UTILIZED BUSINESS PARTICIPATION

Overview

The Minneapolis Park and Recreation Board (MPRB) policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the 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 construction, service, or purchase contract over $175,000. SUBP goals are set on projects based on the project scope, subcontracting opportunities and availability of eligible MBEs/WBEs. To facilitate participation of eligible MBEs and WBEs (MBEs/WBEs) on this contract, the contract SUBP goals will be as follows:

9% Minority-owned Business Enterprises (MBEs); and
12% Women-owned Business Enterprises (WBEs).

In order for the participation of an MBE or WBE firm to be counted toward the SUBP goals, the MBE or WBE firm must be:

1. Certified as a Disadvantaged Business Enterprise (DBE). This is the only MBE/WBE certification accepted by the SUBP.
2. DBE certified within in 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 within the City’s marketplace, which includes 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. Responders 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/).1

Responders must either meet both SUBP goals, or demonstrate a Good Faith Effort to do so. A Good Faith Effort means that Responders must make every necessary and reasonable effort to subcontract with MBEs/WBEs.

Good Faith Efforts Evaluation

If a Responder does not meet both SUBP goals, the Responder shall demonstrate its good faith efforts to do so. To determine if the Responder demonstrated good faith efforts to meet the SUBP goals, 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 responder must solicit MBEs/WBEs in sufficient time prior to proposal due date to allow MBEs/WBEs time to respond to

1 If a Responder identifies a business that is not yet certified, but may qualify for certification as MBE/WBE, the Responder should encourage the business to immediately begin the application process for certification with the MNUCP. The Responder should include this in their Good Faith Efforts documentation.
solicitations. The responder 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 goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a responder 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 responder must negotiate in good faith with interested eligible MBEs/WBEs and provide written documentation of such negotiation with each such business.

5. A responder 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 goals. 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 responder’s failure to meet the established MBE/WBE goals, 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 responder of the responsibility to make good faith efforts. Responders are not, however, required to accept higher quotes from eligible MBE’s/WBE’s if the price difference is excessive or unreasonable.

6. The responder 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 responder; provided that the responder 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 responder met or exceeded the average eligible MBE/WBE participation obtained by others responding to the same RFQ.

**Required Documentation**

The responder must thoroughly document its efforts to solicit and incorporate eligible MBE/WBE participation to meet both SUBP goals. **The following must be submitted with the fee proposal:**

*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 responder is committing to meeting the SUBP goals. The commitments listed by the responder on this form are a material condition of contract award, and constitute minimum commitments on this contract.
If the SUBP Commitment Form does not demonstrate verifiable MBE and WBE participation sufficient to meet both SUBP goals, then the responder must submit documentation demonstrating that the responder made sufficient good faith efforts (GFE) to meet both SUBP goals. If one of the two goal percentages is met and the other is not, then the bidder must submit documentation demonstrating its good faith efforts to meet the goal percentage (MBE or WBE) that has not been met. This GFE documentation will be due upon request by the City of Minneapolis Civil Rights Department. This GFE documentation includes:

a. Good Faith Efforts Checklist: A checklist based on the factors that may be considered in determining whether a responder made good faith efforts to meet the SUBP goals.

b. Supporting Documentation to Demonstrate Good Faith Efforts: The responder must submit documentation evidencing the efforts taken to achieve the SUBP goals. 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).

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.

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 goals 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.
3.4 RESPONSE SUBMITTAL

Submit one electronic copy in pdf format to the project manager identified on the first page of this RFQ. Responses will not be returned and will become public data at the time of consultant selection. Late submissions will not be considered.

Paper copies to the Project Manager are optional and may also be submitted prior to an interview if team is shortlisted.

3.5 EVALUATION OF RESPONSES

Responses shall be reviewed using the following criteria:

- Adherence to requested format No consideration will be given to submittals failing to follow the format
- Written quality, clarity, and directness 10 percent
- Firm experience 15 percent
- Qualifications and past performance of project lead 20 percent
- Qualifications and past performance of other key personnel 15 percent
- Demonstrated project understanding including risks 20 percent
- Demonstration of thoughtfulness, creativity, innovation and expertise in professional practice 20 percent

3.6 INTERVIEWS

Shortlisted consultants will be invited to a 60 to 90-minute interview with a selection committee to present their unique experience related to this effort and approach to the creation of a program model. Interview time may include both presentation and Q&A. The selection committee will attempt to reach consensus on a preferred consultant immediately following interviews. The MPRB reserves the right to forgo interviews and select a consultant based on a qualified response. The MPRB reserves the right to negotiate a scope and fee with more than one Responder.

Shortlisted consultants shall be notified of interviews at least five days prior to any alternative dates scheduled for the interview.

Participation in the interview will be limited to five members of the consulting team and must include the Project Lead and other Key Personnel identified in the response up to the limit of participants.

Consultants 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 by the MPRB at any time prior to the interview.
The interview team tentatively includes:
- MPRB Project Manager (Kate Lamers)
- MPRB Owners Representative (Bruce Chamberlain)
- MPRB Assistant Superintendent for Planning (Michael Schroeder) and/or other organizational leadership (Adam Arvidson, Carrie Christensen, or Jennifer Ringold)
- MPRB Planning Division Project Team Members (Crystal Passi and Francisca Pass)
- MPRB Recreation Division Representative
- MPRB Environmental Stewardship Division Representative
- MPRB Community Outreach Department Representative

4.0 ATTACHMENTS
- SUBP submittal form
- Standard Professional Services Agreement

5.0 ADDITIONAL INFORMATION

5.1 ABOUT MPRB
The Minneapolis Park and Recreation Board’s mission is to permanently preserve, protect, maintain, improve, and enhance its natural resources, parkland, and recreational opportunities for current and future generations. The Minneapolis Park and Recreation Board exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment.

The MRPB is an independent, semi-autonomous body responsible for maintaining and developing the Minneapolis Park system to meet the needs of citizens of Minneapolis. This unique structure allows independent decision-making so the MPRB can efficiently oversee a diverse system of land and water. Nine Park Board Commissioners are elected every four years: one from each of the six park districts within the city and three that serve at-large. The Board of Commissioners appoints the Superintendent to provide high-level oversight and leadership to the nationally renowned park system. Three Assistant Superintendents, all appointed by the Superintendent, oversee operations, planning and recreation with a staff of 400 + full-time and 1200 part-time employees and an annual operating budget of $54 million. The MPRB is one of five Minnesota park agencies and one of only 108 agencies in the United States that is accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA).

The Minneapolis Park System consists of 182 park properties, including local and regional parks, playgrounds, triangles, golf courses, gardens, picnic areas, biking and walking paths, nature sanctuaries, and the 55-mile Grand Rounds National Scenic Byway. Together, these properties total 6,732 acres of land and water. The backbone of the park system is its full-service neighborhood recreation centers. It serves as host to approximately sixteen million visitors annually. The Park Board recently adopted a Comprehensive Plan (2007), after substantial public input, which will provide guidance through 2020.

5.2 MPRB RIGHTS
The MPRB may reject any or all proposals, parts of proposals, accept part or all of proposals and to create a project of lesser or greater scope than described in this Request for Proposal, or the respondent's reply based on the financial components submitted. The MPRB also reserves the right to cancel the contract without penalty, if circumstances arise which prevent the Board from completing the project.

5.3 RESTRICTED DISCUSSIONS/SUBMISSIONS
From the date of issuance of the RFQ until the Project Manager takes final action, the Responder must not discuss the proposal or any part thereof with any employee, agent, or representative of the MPRB except as expressly requested by the Project Manager in writing and as stipulated in this RFQ. Violation of this restriction will result in rejection of the Responder’s proposal.

5.4 INDEPENDENT PARTIES
Except as expressly provided otherwise in the contract resulting from this RFQ, if any, the Responder shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

5.5 PERFORMANCE INVESTIGATIONS
As part of its evaluation process, the MPRB may make investigations to determine the ability of the Responder to perform under this RFQ. The MPRB reserves the right to REJECT any proposal if the Responder fails to satisfy the MPRB that it is properly qualified to carry out the obligations under this RFQ.

5.6 SEVERABILITY
If any provision of the contract resulting from this RFQ, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

5.7 NOTICES
All notices and other matters pertaining to the contract resulting from this RFQ, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address set forth on this RFQ.

5.8 INTEREST OF MPRB BOARD OF COMMISSIONERS
The Responder acknowledges that no current commissioner of the Minneapolis Park & Recreation Board has any interest, financial or otherwise, direct or indirect, in the contract.

5.9 EMPLOYEE INVOLVEMENT/ COVENANT AGAINST CONTINGENT FEES
Employee Involvement: Responder hereby certifies that, to the best of its knowledge and belief, no individual employed by the Responder or subcontracted by the Responder has an immediate relationship to an employee of the Board who was directly or indirectly involved in the procurement of a contract resulting from this RFQ. For purposes of this provision, immediate relationship means: a current spouse, a person who currently has any interest including but limited to an equity interest in the Responder’s business, and a person who is currently a party to a contract materially related to the work outlined in the RFQ, or has any interest including but limited to an equity interest in an entity who is currently a party to a contract with the Responder.
materially related to the work outlined in the RFQ. Contractual party interest, as outlined above, does not include an agreement with a former owner and/or employee of the Responder that is incident to the completed buyout of ownership interest and/or the final separation of employment with Responder.

Covenant Against Contingency Fees: The Responder also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFQ or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Responder's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the MPRB to be maintained by the Responder for the purpose of securing business for Responder. In the event of the Responder's breach or violation of this warranty, the MPRB shall, subject to Responder's rights, have the right, at its option, to annul any contract resulting from this RFQ without liability, to deduct from the charges otherwise payable by the MPRB under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the MPRB under such contract, at law or in equity.

Violation of either of the above sections by Responder shall be grounds for cancellation of the contract. Such cancellation shall not limit other contractual remedies against the Responder provided in the contract, or in law, or in equity.

5.10 HOLD HARMLESS
The Responder agrees to defend, indemnify and hold harmless the Board, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act of omission of the Responder, its employees, agents or employees of subcontractors, in the performance of this contract or by reason of the failure of the Responder to fully perform, in any respect, all of its obligations under this contract.

The MPRB agrees to defend and hold harmless insofar as the law allows the Responder, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the MPRB or its employees in the performance under this contract or by reason of the failure of the MPRB to fully perform its obligations under this contract.

5.11 DATA PRACTICES
The Responder agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Responder shall immediately report to the contract monitor any requests from third parties for information relating to this agreement. The MPRB agrees to promptly respond to inquiries from the Responder concerning data requests. The Responder agrees to hold the MPRB, its officers, department heads and employees harmless from any claims resulting from the Responder's unlawful disclosure or use of data protected under state and federal laws.

5.12 STANDARD CONTRACTUAL OBLIGATIONS AND OTHER INFORMATION
5.12.1 PROFESSIONAL SERVICES AGREEMENT

A copy of the MPRB standard Professional Service Agreement is attached. The selected Design Team will be expected to complete the requirements of the agreement and submit signed copies prior to beginning work. The agreement MAY NOT be changed in any way without MPRB Board approval.

5.12.2 CHANGES

The MPRB may, from time to time, request changes in the Scope of Services to be performed by the Design Team. Such changes, including any increase or decrease in the amount of Design Team’s compensation, which are mutually agreed upon shall be incorporated in written amendments to the Professional Services Agreement and may require Board approval, which takes several weeks. Design Teams shall monitor their budgets and plan and budget time accordingly.

5.12.3 SUBMITTAL CONTENTS

The contents of the submittal and any clarifications to the contents submitted shall become part of the contractual obligation and be incorporated by reference into the ensuing Professional Services Agreement.

5.12.4 DRAWING AND SPECIFICATION REQUIREMENTS

- Electronic drawing standard documents, front end specifications, AIA documents and templates shall be obtained from the MPRB Project Manager.
- Compatibility with the latest version of AutoCAD.
- Pen Table line weights and fonts shall be included as e-transmittal package.
- AutoCAD site drawing files must be projected using the Hennepin County coordinate system.

5.12.5 ENTIRE AGREEMENT

The Responder’s written submission in response to this request shall be considered the Responder’s formal offer. The content of the request, the Responder’s submission in response to the request and the resulting contract, if any, shall be the entire agreement between the successful Responder and the MPRB. It is understood and agreed that nothing herein or in the resulting contract is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any manner whatsoever. The Responder, if any, is, and shall remain, an independent Responder operating in accord with the terms and conditions of the rights granted as a result of this request.
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 proposer intends to include minority-owned and women-owned business enterprises (MBEs and WBEs) to meet the SUBP goals. By completing this form you are committing to using the MBE and WBE firms listed for at least the dollar amounts 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) count toward the SUBP goals. 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 goals, the MBE/WBE must be DBE certified in the scope of work it will perform, and the MBE/WBE must be located in the geographical area of 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 goals.
- An MBE/WBE must perform a commercially useful function to count toward the SUBP goals. 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 fee proposal. Failing to complete, sign, and submit this form, or indicating “not applicable,” may result in a non-responsive proposal.

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

2 A firm’s DBE certification should be verified by checking in the online MnUCP Directory: http://mnucp.metc.state.mn.us/. A firm’s current profile in that directory is evidence of current DBE certification.
CITY OF MINNEAPOLIS – DEPARTMENT OF CIVIL RIGHTS

SUBP COMMITMENT FORM

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<thead>
<tr>
<th>Company Name</th>
<th>City, State</th>
<th>Phone &amp; Email</th>
<th>Contact Method (fax, phone, email)</th>
<th>Date of Solicitation</th>
<th>Scope of Work</th>
<th>Quote Amount</th>
<th>DBE-certified MBE</th>
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Rev. February 2019
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Check here if your company intends to self-perform all work and DOES NOT intend to subcontract out any work for this project: ☐

Checking this box means that your company will need to demonstrate good faith efforts (GFE) to meet both SUBP goals, in order to be awarded the contract. All GFE documents and supporting evidence will be due upon request by the City of Minneapolis Civil Rights Department.

The proposer 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 proposal being deemed non-responsive.

Proposer Company Name | Contact Name & Title | Phone & Email | Date | Signature

Rev. February 2019
City of Minneapolis Small and Underutilized Business Program (SUBP)

Upper Harbor Terminal Design Services

This report lists MBEs and WBEs that have been certified by the Minnesota Uniform Certification Program (MnUCP) in scopes of services relevant to this project. If additional scopes of services are identified, the MnUCP online directory (http://mnucp.metc.state.mn.us/) should be utilized to find additional certified MBEs and WBEs in those scopes. Another way to locate additional MBEs and WBEs is to use the resources offered by the National Association of Minority Contractors (NAMC) or the Association of Women Contractors (AWC). NAMC contact: 612-521-3366; staff@namc-um.org. AWC contact: 651-489-2221; awcmn@awcmn.org.

The scopes of services are categorized using the North American Industry Classification System (NAICS). For definitions and more information about NAICS Codes visit the U.S. Census Bureau (http://www.census.gov/eos/www/naics/).

**NAICS CODE: 541310 Architectural Services**

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<td>4RMULA</td>
<td>ERICK GOODLOW</td>
<td><a href="mailto:info@4rmula.com">info@4rmula.com</a></td>
<td>651-292-0106</td>
<td>651-925-0632</td>
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<td>BENTZ/THOMPSON/RIETOW, INC</td>
<td>ANN VODA</td>
<td><a href="mailto:annv@btr-architects.com">annv@btr-architects.com</a></td>
<td>612-332-1234</td>
<td>612-332-1813</td>
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<td>C3 DESIGN INC</td>
<td>CARLETON CRAWFORD</td>
<td><a href="mailto:carleton@c3DesignINC.com">carleton@c3DesignINC.com</a></td>
<td>612-384-0356</td>
<td>612-724-1729</td>
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<td>CERMAK RHoades Architects P.A.</td>
<td>TERRI CERMAK</td>
<td><a href="mailto:tcermak@cermakrhoades.com">tcermak@cermakrhoades.com</a></td>
<td>651-556-8631</td>
<td>651-225-8720</td>
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<td>CLEVER ARCHITECTURE, LLC</td>
<td>MARCIA STEMWEDEL</td>
<td><a href="mailto:marcia@cleverarchitecture.com">marcia@cleverarchitecture.com</a></td>
<td>651-302-0420</td>
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<tr>
<td>DECO CULTURAL SERVICES, LLC</td>
<td>ANDREA PIZZA</td>
<td><a href="mailto:andrea@decocultural.com">andrea@decocultural.com</a></td>
<td>651-276-9446</td>
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<tr>
<td>DUAN CORPORATION</td>
<td>FRANK DUAN</td>
<td><a href="mailto:fduan@duancorp.com">fduan@duancorp.com</a></td>
<td>612-326-3000</td>
<td>612-677-3727</td>
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<td>IMO CONSULTING GROUP</td>
<td>ISMAEL MARTINEZ-ORTIZ</td>
<td><a href="mailto:IMARTINEZ@IMOCONSULTINGGROUP.COM">IMARTINEZ@IMOCONSULTINGGROUP.COM</a></td>
<td>952-446-7898</td>
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<td>KODET ARCHITECTURAL GROUP, LTD.</td>
<td>EDWARD DANIEL KODET III</td>
<td><a href="mailto:dkodet@kodet.com">dkodet@kodet.com</a></td>
<td>612-377-2737</td>
<td>612-377-1331</td>
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<tr>
<td>LADouceur Architecture &amp; Design LLC</td>
<td>JANIS LADouceur</td>
<td><a href="mailto:janis@LAandD.com">janis@LAandD.com</a></td>
<td>612-760-1643</td>
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<td>LUKEN ARCHITECTURE, PA</td>
<td>ELLEN LUKEN</td>
<td><a href="mailto:Eluken@lukenarch.com">Eluken@lukenarch.com</a></td>
<td>612-630-0074</td>
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<td>MOBILIZE DESIGN &amp; ARCHITECTURE, LLC</td>
<td>JAMIL FORD</td>
<td><a href="mailto:JAMIL@MOBILIZEDesign.NET">JAMIL@MOBILIZEDesign.NET</a></td>
<td>612-208-0504</td>
<td>612-465-6542</td>
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<td>PAMOZI (DBA SPECIFICATIONS &amp; GREEN BUILDING CONSULTANTS NETWORK)</td>
<td>SUNNY ONADIPE</td>
<td><a href="mailto:sgbcn@specsandgreenconsultants.com">sgbcn@specsandgreenconsultants.com</a></td>
<td>612-703-1365</td>
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<td>PROFESSIONAL DESIGN INTERNATIONAL, LTD</td>
<td>STEPHEN HUH</td>
<td><a href="mailto:shuh@pdidg.com">shuh@pdidg.com</a></td>
<td>612-333-1140</td>
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<td>SKK ARCHITECTS, LLC</td>
<td>PETER KIM</td>
<td><a href="mailto:pkim@skkarchitects.com">pkim@skkarchitects.com</a></td>
<td>612-208-7271</td>
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<td>C3 DESIGN INC</td>
<td>CARLETON CRAWFORD</td>
<td><a href="mailto:carleton@c3DesignINC.com">carleton@c3DesignINC.com</a></td>
<td>612-384-0356</td>
<td>612-724-1729</td>
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<td>COMMUNITY DESIGN GROUP</td>
<td>ANTONIO M. ROSELL, PE, AICP</td>
<td><a href="mailto:arosell@c-d-g.org">arosell@c-d-g.org</a></td>
<td>612-354-2901</td>
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<td>ELLISON YAHNER, LLC</td>
<td>ELLISON YAHNER</td>
<td><a href="mailto:ellison@eyahner.com">ellison@eyahner.com</a></td>
<td>651-494-4590</td>
<td>651-222-1807</td>
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<td>FIREFLIES PLAY ENVIRONMENTS, INC.</td>
<td>CAMILLE CALDERARO</td>
<td><a href="mailto:firefliesplayenvironments@gmail.com">firefliesplayenvironments@gmail.com</a></td>
<td>612-990-2969</td>
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<td>FLOODPLAIN COLLECTIVE</td>
<td>ANNA BIERBRAUER</td>
<td><a href="mailto:anna@floodplaincollective.com">anna@floodplaincollective.com</a></td>
<td>612-385-1480</td>
<td></td>
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<tr>
<td>HANSEN THORP PELLINEN OLSON, INC</td>
<td>LAURIE JOHNSON</td>
<td><a href="mailto:johnson@htpo.com">johnson@htpo.com</a></td>
<td>952-829-0700</td>
<td>952-829-7806</td>
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<tr>
<td>HERITAGE SHADE TREE CONSULTANTS INC</td>
<td>MANUEL JORDAN</td>
<td><a href="mailto:manuel@heritageshadetree.com">manuel@heritageshadetree.com</a></td>
<td>763-717-9366</td>
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<tr>
<td>KARI HAUG PLANNING AND DESIGN, INC</td>
<td>KARI HAUG</td>
<td><a href="mailto:kari@karihauge.com">kari@karihauge.com</a></td>
<td>612-272-3432</td>
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<tr>
<td>LAC ENTERPRISES (DBA WINDSOR COMPANIES)</td>
<td>TERRY CHILDERS</td>
<td><a href="mailto:terry@windsorcompanies.com">terry@windsorcompanies.com</a></td>
<td>651-482-0205</td>
<td>651-482-0607</td>
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<td>LANDBRIDGE ECOLOGICAL, INC.</td>
<td>CARRIE CHRISTENSEN</td>
<td><a href="mailto:tory@landbridge.eco">tory@landbridge.eco</a></td>
<td>612-503-4420</td>
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<td>MOBILIZE DESIGN &amp; ARCHITECTURE, LLC</td>
<td>JAMIL FORD</td>
<td><a href="mailto:JAMIL@MOBILIZEDESIGN.NET">JAMIL@MOBILIZEDESIGN.NET</a></td>
<td>612-208-0504</td>
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<td>PLATFORM - 3D, LLC</td>
<td>KATHRYN RYAN</td>
<td><a href="mailto:kathryn@platform-3d.com">kathryn@platform-3d.com</a></td>
<td>612-382-4565</td>
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<td>STUDIO GRO, PLLC</td>
<td>SARAH SUTHERLAND</td>
<td><a href="mailto:sarah@studigro.com">sarah@studigro.com</a></td>
<td>612-642-1382</td>
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<td>SWANSON HASKAMP CONSULTING LLC</td>
<td>JENNIFER HASKAMP</td>
<td><a href="mailto:jhaskamp@swansonhaskamp.com">jhaskamp@swansonhaskamp.com</a></td>
<td>651-341-4193</td>
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<td>ASSOCIATED CONSULTING SERVICES LLC DBA ACS</td>
<td>ANNA SCHWARTZ</td>
<td><a href="mailto:info@acsteam.com">info@acsteam.com</a></td>
<td>612-568-3227</td>
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<td>BARK.L CONSULTING d/b/a ABACUS ENGINEERING</td>
<td>KAEKO LEITCH</td>
<td><a href="mailto:kleitch@withabacus.com">kleitch@withabacus.com</a></td>
<td>507-995-4078</td>
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<td>BUILDINGS CONSULTING GROUP, INC</td>
<td>LEWIS NG</td>
<td><a href="mailto:LNg@bgminnesota.com">LNg@bgminnesota.com</a></td>
<td>612-789-6696</td>
<td>612-789-6397</td>
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<td>BUSSELL COMPANIES, INC</td>
<td>ANGIE BUSSELL</td>
<td><a href="mailto:abussell@bussellcompanies.com">abussell@bussellcompanies.com</a></td>
<td>952-931-2111</td>
<td>952-931-1222</td>
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<td>CHASE ENGINEERING, LLC</td>
<td>AMY TRYGESTAD</td>
<td><a href="mailto:Amy.Trygestad@chase-eng.com">Amy.Trygestad@chase-eng.com</a></td>
<td>952-607-1946</td>
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<td>COMMUNITY DESIGN GROUP</td>
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<td>DRB CONSULTING, LLC</td>
<td>DEBRA ROSE BRISK</td>
<td><a href="mailto:deb.brisk@outlook.com">deb.brisk@outlook.com</a></td>
<td>763-257-7872</td>
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<td>ELAN DESIGN LAB, INC</td>
<td>MARCELLE WESLOCK</td>
<td><a href="mailto:MWESLOCK@ELANLAB.COM">MWESLOCK@ELANLAB.COM</a></td>
<td>612-260-7981</td>
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<td>ENGINEERING DESIGN &amp; SURVEYING (EDS, INC)</td>
<td>VLADIMIR SIVRIVER</td>
<td>763-754-2800</td>
<td>763-545-2801</td>
<td>K. DENNIS KIM</td>
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<td>EVS, INC</td>
<td>ELIZABETH BECKER</td>
<td>612-708-2562</td>
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<td>KELFERING &amp; ASSOCIATES, PLC</td>
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<td>FOURTH FACTOR ENGINEERING, LLC</td>
<td>HAIFENG XIAO</td>
<td>651-398-6157</td>
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<td>HALLBERG ENGINEERING</td>
<td>RICHARD LUCIO</td>
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<td>HZ UNITED LLC</td>
<td>HUGH ZENG</td>
<td>763-551-3699</td>
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<td>IMO CONSULTING GROUP</td>
<td>ISMAEL MARTINEZ-ORTIZ</td>
<td>952-446-7898</td>
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<td>INGENSA, INC</td>
<td>JACQUELINE COLEMAN</td>
<td>952-222-3550</td>
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<td>INTELLIGENT UNMANNED AIRCRAFT SYSTEM &amp; INTEGRATION</td>
<td>KINWAI CHAN</td>
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<td>ISTHMUS ENGINEERING, INC</td>
<td>KATHERINE TOGHRAMADJIAN</td>
<td>612-306-5774</td>
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<td>JPMI CONSTRUCTION CO.</td>
<td>JAVEED HADI</td>
<td>651-636-1499</td>
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<td>KASKASKIA ENGINEERING GROUP</td>
<td>GERI BOYER</td>
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<td>LIGHTING MATTERS, INC</td>
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<td>LV ENGINEERING LLC</td>
<td>TRACY LAVERE</td>
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<td>JAMIL FORD</td>
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<td>MOULI ENGINEERING, INC.</td>
<td>MOULI VAIDYANATHAN</td>
<td>612-424-5176</td>
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<td>M-P CONSULTANTS PC</td>
<td>BEATRIZ MENDEZ-LORA</td>
<td>612-567-2667</td>
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<td>PIERCE PINI AND ASSOCIATES, INC</td>
<td>RHONDA PIERCE</td>
<td>763-537-1354</td>
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<td>PRESERVATION DESIGN WORKS, LLC (DBA PVN)</td>
<td>MEGHAN ELLIOTT</td>
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<td>612-341-2101</td>
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<td>PROFESSIONAL ENGINEERING SERVICES, LTD</td>
<td>ANNA JOHNSON</td>
<td>952-456-6707</td>
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<td>PUBLIC SOLUTIONS GROUP, INC. (dba PUBLIC SOLUTIONS INC.)</td>
<td>KIMBERLY SANNE</td>
<td>218-260-9017</td>
<td>763-780-0452</td>
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<td>QUESTIONS &amp; SOLUTIONS ENGINEERING, INC</td>
<td>CRAIG ELLIS</td>
<td>612-308-4716</td>
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<tr>
<td>RANI ENGINEERING LLC</td>
<td>STEVEN CARLETON</td>
<td><a href="mailto:steven.carleton@ranieng.com">steven.carleton@ranieng.com</a></td>
<td>612-455-9394</td>
<td>612-455-3321</td>
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<td>SAMBATEK, INC.</td>
<td>SIRISH SAMBA</td>
<td><a href="mailto:sambatek@sambatek.com">sambatek@sambatek.com</a></td>
<td>763-476-6010</td>
<td>763-476-8532</td>
<td>Yes</td>
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<td>STANDARD CONTRACTING, INC</td>
<td>REBECCA SEIDENKRAZ</td>
<td><a href="mailto:becky@stanconinc.com">becky@stanconinc.com</a></td>
<td>651-463-2510</td>
<td>651-463-2525</td>
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<tr>
<td>STATICS ENGINEERING SOLUTIONS, LLC</td>
<td>AHMED ISSAHAK</td>
<td><a href="mailto:aissahak@statics-es.com">aissahak@statics-es.com</a></td>
<td>612-205-0272</td>
<td>763-390-3711</td>
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<td>STONEBROOKE ENGINEERING INC</td>
<td>BRENDA ARVIDSON</td>
<td><a href="mailto:brenda@stonebrookeengineering.com">brenda@stonebrookeengineering.com</a></td>
<td>952-402-9202</td>
<td>952-403-6803</td>
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<tr>
<td>VICTUS ENGINEERING, LLC</td>
<td>ERIC RODRIGUEZ</td>
<td><a href="mailto:EROD@VICTUSENGINEERING.COM">EROD@VICTUSENGINEERING.COM</a></td>
<td>612-859-8299</td>
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<td>Yes</td>
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<td>WALKER ENGINEERING, INC</td>
<td>SHIRLEY WALKER STINSON</td>
<td><a href="mailto:swalker@popp.net">swalker@popp.net</a></td>
<td>763-422-8696</td>
<td>763-422-8696</td>
<td>No</td>
<td>Yes</td>
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</table>
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)

The City of Minneapolis, acting by and through its Park and Recreation Board
2117 West River Road
Minneapolis, MN 55411

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.
TABLE OF ARTICLES

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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

§ 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.)

§ 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.)

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

(Paragraph 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.)

§ 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.)

§ 1.1.9 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.)

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

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

§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 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
§ 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.

§ 2.3 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.

§ 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 ($1,500,000.00 ) 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

§ 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. 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 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 written 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
§ 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.

§ 3.2.5 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.

§ 3.3 Design Development Phase Services
§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved 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.

§ 3.4 Construction Documents Phase Services
§ 3.4.1 Based on the Owner’s written approval of the Design Development Documents, and on the Owner’s 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 sample documents division 00 and 01. Architect shall review and update per Project all Owner provided documents. 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.

§ 3.4.5 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 two (2) three-hole punch Project Manuals; (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
§ 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:
facilitating the distribution of Bidding Documents to prospective bidders by providing Bidding
Documents in electronic form to Owner;
conducting a pre-bid conference for prospective bidders, as scheduled by Owner; and
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.

§ 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 addenda identifying approved substitutions
to all prospective

bidders for distribution

by Owner.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set
forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. 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
§ 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 Certificates for Payment to Contractor
§ 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. 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
§ 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, 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
§ 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
§ 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.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

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§ 4.1.2 Description of Supplemental Services

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, 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.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

.5 .

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, presentation at, and documentation for a public meetings as required by Owner for project;

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

.9 .

.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, the Owner subsequently 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
.2
.3
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5

§ 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, and prior to proceeding with any Additional Services, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 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.

(Paragraphs Deleted)

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the 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.
§ 5.7 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.

§ 5.9 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.

(Paragraph Deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include 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.

ARTICLE 7 COPYRIGHTS AND LICENSES
§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings 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 Article 8  CLAIMS AND DISPUTES

§ 8.1 General
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 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

Init.

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[ X ] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

(Paragraph Deleted)

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

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

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

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

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 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
§ 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.

(Paragraph Deleted)

§ 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.

(Paragraphs Deleted)

§ 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

<table>
<thead>
<tr>
<th>Schematic Design Phase</th>
<th>percent (%)</th>
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<tbody>
<tr>
<td>Design Development Phase</td>
<td>percent (%)</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>percent (%)</td>
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<tr>
<td>Procurement Phase</td>
<td>percent (%)</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>percent (%)</td>
</tr>
</tbody>
</table>

Total Basic Compensation one hundred percent (100 %)

§ 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.

(Paragraph Deleted)

§ 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)
§ 11.8 Compensation for Reimbursable Expenses
§ 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.

(Paragraphs Deleted)

§ 11.10 Payments to the Architect

(Paragraphs Deleted)

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 45 days of presentation of the Architect’s invoice.

(Paragraph Deleted)

§ 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

(Paragraphs Deleted)

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

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

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

Exhibit A - 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)
President
(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)
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 11:15:00 on 10/18/2017.

PAGE 1

The City of Minneapolis, acting by and through its Park and Recreation Board,
2117 West River Road
Minneapolis, MN 55411

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TABLE OF ARTICLES

...

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects-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 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million, 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 ($1,500,000.00) Personal and Advertising Injury.
§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned, non-owned and hired, vehicles used, by the Architect with policy limits of not less than ($ ) per occurrence 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.

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§ 2.5.4 Workers' Compensation at statutory limits 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.

§ 2.5.6 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.

§ 2.5.9 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 landscape architecture, civil, 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, 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, completeness, and timeliness of 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, and for approval of submissions by authorities having
jurisdiction over the Project, 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.

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§ 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.

...§ 3.2.3 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.

... § 3.2.5.1 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.

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§ 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.

... § 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 for the Owner's approval, 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. 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.
§ 3.4.3 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). 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 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 also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Specifications including, but not limited to, bidding requirements, sample forms, and Owner provided sample documents division 00 and 01. Architect shall review and update per Project all Owner provided documents. 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 prepared in accordance with Section 6.3, when the Architect determines that the Construction Documents are seventy-five percent (75%) complete.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, 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 two (2) three-hole punch Project Manuals; (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 request the Owner's approval; (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.

...

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.

...

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project per the Project Manual Division 00 by:

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.1 facilitating the distribution of Bidding Documents to prospective bidders by providing Bidding Documents in electronic form to Owner;

...
.2 organizing and 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, and addenda.

...

.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:

...

.4 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process; bidders for distribution

...

.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.
§ 3.6.1.1 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 has amended AIA Document A201-2017 and those modifications will affect the Architect’s services under this Agreement.

§ 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 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. 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 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.

§ 3.6.2.3 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.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts, amounts to the Owner. 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.

§ 3.6.5 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.
§ 3.6.6.6 The Architect shall, upon receipt of as-built documents from the Contractor, prepare as constructed record drawings.

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.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

... .7 Preparation for, and attendance at, a public presentation, meeting or hearing; presentation at, and documentation for a public meetings as required by Owner for project;

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

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§ 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 subsequently 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;

... .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, and prior to proceeding with any Additional Services, the Architect shall notify the Owner:

...
1. **Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor...

2. **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.

§ 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.

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§ 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. 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 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 that may affect the Architect's services...

§ 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.

§ 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.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include, 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; to recommend the necessary. Architects 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. 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, propose what materials, equipment, component systems, and types of adjustments to programs and scope of project and alternative bids.

§ 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. Adjustments, but Owner has the final decision making authority.

§ 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. 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 not reasonably anticipated, 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.

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[X.] Litigation in a court of competent jurisdiction

... If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

... § 8.3.4.1 Either party, at its sole discretion, Neither party 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)-party.

... § 8.3.4.3 The Owner and Architect grant to any person or entity a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, 8.3 by joinder the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 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.

...

§ 9.6 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, termination and Reimbursable Expenses incurred.

...

§ 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:

...

(See 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:

...

§ 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, Construction as amended and modified by Owner.
§ 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: (1) its employees, (2) those who need to know the content of such information in order to perform services or work construction 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, 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.

§ 10.10 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.

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:

§ 11.6.4 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.
See Exhibit A, Hourly Billing Rates

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.1 Transportation and authorized out-of-town travel and subsistence, specifically excluding time spent in travel;

.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;

§ 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.

§ 11.9 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.)

§ 11.10.1 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 within 45 days of presentation of the
Architect's invoice.

... (Insert rate of monthly or annual interest agreed upon.)

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.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

... (Insert the date of the E203-2013 incorporated into this agreement.)

... [X] Other Exhibits incorporated into this Agreement:

... Exhibit A - Hourly Billing Rates.

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President

... Secretary

... Approved as to form

... Attorney for Owner:

... (Signature)

... (Printed Name)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Erik Bal, 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 11:15:00 on 10/18/2017 under Order No. 1095578452 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)