Request for Qualifications
GRACO PARK, a part of Above the Falls Regional Park, AND SCHERER ADDITION LOT 2
Design and Construction Contract Administration Services
Mississippi River East Bank at Plymouth Avenue
2 December 2019

Issued by the Minneapolis Park and Recreation Board (MPRB)

Release date: 3 January 2020
Qualifications due: 31 January 2020, 3:00 pm Central Time

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Part 1 General Information
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NOTE

This Request for Qualifications anticipates a response by a “discipline lead” in each of the following areas:

- Civil Engineering
- Landscape Architecture
- Architecture

A qualified response should be directed to only one of the three discipline lead areas, although a single firm may present qualifications for each of the three discipline leads. Refer to Section 1.2 for additional information.
PART 1  GENERAL INFORMATION

1.1  REQUEST FOR QUALIFICATIONS
This Request for Qualifications is intended to solicit responses from qualified consultants or consultant teams for:

- final design, construction documents, and construction contract administration services for Graco Park; and
- program development and verification, preliminary and final design, construction documents, and construction contract administration services for Scherer Addition Lot 2.

Separate responses will be considered for the major design/engineering disciplines as indicated generally in Section 1.2.

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

This Request for Qualifications is organized around the following core elements:

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

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

This Request for Qualifications is open to all qualified firms and individuals. As described in Section 4.5, there will be requirements for participation from small and underutilized businesses.

1.2  CATEGORIES OF WORK AND DISCIPLINE LEADS
A Scope of Work and a fee for services will be negotiated with the successful responder in each of the following categories of work:

<table>
<thead>
<tr>
<th>DISCIPLINE LEAD</th>
<th>GENERALIZED SCOPE OF WORK</th>
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</thead>
<tbody>
<tr>
<td>Civil Engineering</td>
<td>Site engineering for Graco Park and Scherer Addition Lot 2, including but not limited to:</td>
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<tr>
<td></td>
<td>• utilities supporting development;</td>
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<td>• drainage and stormwater management systems;</td>
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<td>• circulation systems including boardwalks and bridges;</td>
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<td></td>
<td>• remediation of known or discovered environmentally-limiting conditions;</td>
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</table>
hydraulic analyses required for any items placed in the river or within the floodway;
- grading and earthwork, including retainage structures, based on design by and in coordination with Landscape Architecture discipline lead;
- pavement systems, based on design by and in coordination with Landscape Architecture discipline lead;
- other site elements, components or supportive features of a site development customarily and traditionally directed to the discipline of civil engineering, based on design by and in coordination with Landscape Architecture discipline lead;
- development of estimates of probable cost for items within discipline at various points of the development of the design; and
- coordination and deliverables to achieve approvals, permissions and permits necessary for the project to advance to implementation.

Landscape Architecture

Design of Graco Park and the site of Scherer Addition Lot 2 including but not limited to:

- arrangement of buildings, site features, elements, and components, circulation systems, and plantings;
- design direction, at a minimum, for structures to be placed on the site;
- shape of ground and earth forms (responsibility for the grading plan will likely be directed to the Civil Engineering discipline);
- configuration, design, and placement of site features, elements, and components supporting engineering and architectural elements;
- design, including detail depiction, of site features, elements and components;
- configuration and definition of plantings and turf areas
- design of systems necessary to support site development and park use, including irrigation design, lighting design, site electrical design, signage system;
- selection, placement, and implementation details of site furniture;
- other design and activities customarily and traditionally provided by the Landscape Architecture discipline lead;
• development of estimates of probable cost for items within discipline at various points of the development of the design;
• coordination and deliverables to achieve approvals, permissions and permits necessary for the project to advance to implementation; and
• providing overall design guidance for all aspects of the project.

Architecture

Design of the primary structure to the placed on Scherer Addition Lot 2 as well as occupiable structures within Graco Park, including but not limited to:
• Refinement of programmatic direction;
• arrangement of spaces, features, elements, and components, circulation systems, and building systems supporting the agreed upon development program;
• design and engineering of the structure as a whole, including mechanical, electrical, lighting, fire protection, plumbing, heating/ventilating, structural, and other systems typically employed in public buildings;
• design of kitchen and food service components, to the degree those functions are a part of the development program;
• other design and activities customarily and traditionally provided by the Architecture discipline lead; and
• coordination and deliverables to achieve approvals, permissions and permits necessary for the project to advance to implementation.

A specific scope of work will be developed with each discipline lead. Work may include construction phase services under each discipline.

1.3 CONTACT INFORMATION

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

Cindy Anderson
CAnderson@minneapolisparks.org

No other staff is authorized to respond to questions or requests for clarification of this Request for Qualifications. Failure to follow this instruction may be cause for disqualification.
Questions or requests for clarification must be received by the date indicated in Section 1.4. Responses will be provided to known responders via email by the date indicated in Section 1.4.

A pre-submittal meeting will be conducted at the Minneapolis Park and Recreation Board Headquarters at 2117 West River Road, Minneapolis on the date indicated in Section 1.3. Attendance at the pre-submittal meeting is NOT MANDATORY. A summary of the meeting will be provided to all known attendees within three days of the pre-submittal meeting.

Responses to questions or requests for clarifications and the summary of the pre-submittal meeting will be posted to the MPRB’s website at:

https://www.minneapolisparks.org/business_opportunities/

1.4 REQUEST FOR QUALIFICATIONS SCHEDULE
The Project Partners will pursue the following schedule related to this Request for Qualifications and the engagement of a consultant or consultant team:

- Release of Request for Qualifications: 3 January 2020
- Pre-submittal project review: 1:00 pm, 9 January 2020
- Questions or requests for clarifications due: 17 January 2020
- Responses to questions or requests for clarifications posted: 22 January 2020
- Proposals due: 3:00 pm, 31 January 2020
- Interviews, if required: (tentative) 6 February 2020

Updates to the schedule will occur only via an addendum to this Request for Qualifications.

1.5 ORIGINAL WORK
The MPRB is a major urban recreation provider with unique responsibilities to users of one of the country’s most extensive and recognized park systems. 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; 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 and will not compensate a consultant or consultant team for 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.

PART 2 PROJECT INFORMATION
2.1 BACKGROUND

In 2010, the Minneapolis Park and Recreation Board (MPRB) acquired the site of the former Scherer Brothers Lumber Company, an approximately 11-acre property located north of the Plymouth Avenue Bridge along the east bank of the Mississippi River. The site of Graco Park is within the boundary of Above the Falls Regional Park. Scherer Addition Lot 2 lies between the park and Sibley Street NE. Both properties are owned by the MPRB. Subsequent to acquiring these sites, the MPRB embarked on RiverFirst, a visionary initiative intended to frame the future of the upper reach of the river in Minneapolis, and in 2013 the MPRB updated the Above the Falls Regional Park Master Plan, the document offering formal guidance for the regional park. That update was only recently approved by the MRPB’s Board of Commissioners after a long period focused on defining a boundary for the regional park that could be approved by the Metropolitan Council.

RiverFirst resulted in a schematic design for the former Scherer Brothers site and for Scherer Addition Lot 2. The schematic design included the restoration of Hall’s Island, a feature of the river lost to development in the early 1960s. Through a previous project, the MPRB updated a schematic plan for the Scherer Brothers site and Scherer Addition Lot 2. In 2018, the MPRB accomplished the reestablishment of Hall’s Island, although features related to human access to the island have yet to be fully designed and implemented.

The East Bank Trail, completed in Fall 2016, is an important component of the of the Above the Falls Regional Park and a core element of the proposed Graco Park. The East Bank Trail currently extends from Eighth Avenue NE and Sibley Street NE through the former Scherer Brothers site and along the riverfront to Sheridan Memorial Park. A significant component of this project will be to create a more direct connection of the East Bank Trail to Boom Island Park using space under the Plymouth Avenue Bridge. Work within Boom Island Park may become a part of the project.

This project is advancing as a result of a generous donation from the Graco Foundation and the sale of a portion of the Scherer Addition to Graco Minnesota Inc. Those funds, coupled with regional park funding and other potential philanthropy, yield the opportunity to deliver a significant new park in the Minneapolis park system by 2022.

2.2 OVERVIEW

The MPRB is soliciting qualifications with the intention of entering into a contract for the preparation of design and construction documents and the performance of construction contract administration services for improvements on two adjacent parcels in Northeast Minneapolis:

- Graco Park, a part of the former Scherer Brothers Lumber Company site, located along the east bank of the Mississippi River immediately upstream of the Plymouth Avenue Bridge, including Hall’s Island. Graco Park is approximately 5.2 acres and a part of Above the Falls Regional Park.
- Scherer Addition Lot 2, a part of the former Scherer Brothers Lumber Company site, located between Graco Park, Eighth Avenue NE, Sibley Street, and Tenth Avenue NE (vacated).
Directions for the development of a design for each project has been generally framed in a schematic design prepared by TLS Landscape Architecture. Since that design was approved, several significant changes have occurred with may or may not impact upon the schematic design, which the consultant or consultant team selected for this project shall be charged with evaluating. Those changes include:

- The sale of a 2.2-acre portion of Scherer Addition Lot 2 to Graco Minnesota, Inc. The MPRB retains the 1.35-acre portion of Scherer Addition Lot 2 that front along Sibley Street NE approximately between Eighth Avenue NE and Ninth Avenue NE.
- A desire to eliminate from the schematic plan a large park building proposed as a part of Graco Park, and the incorporation of the activities, functions, and uses of that building largely within a new publicly accessible building on Scherer Addition Lot 2.
- The need to establish a “flood platform” as a part of the development of Scherer Addition Lot 1 and Lot 2 that is intended to limit floodwaters from entering the Graco campus.

2.3 ANTICIPATED SERVICES

It is anticipated that the following services will be required related to the development of design and construction documents for Graco Park and Scherer Addition Lot 2, at a minimum and performed in parallel to the greatest degree practicable and in close coordination with staff of the MPRB, will be required:

<table>
<thead>
<tr>
<th>For Graco Park:</th>
<th>For Scherer Addition Lot 2:</th>
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</thead>
<tbody>
<tr>
<td>a) Review materials created by the MPRB through the RiverFirst initiative related to Graco Park and in the development of the current schematic plan for the park, as prepared by TLS Landscape Architecture</td>
<td>Review materials created by the MPRB through the RiverFirst initiative related to Scherer Addition Lot 2, as prepared by TLS Landscape Architecture</td>
</tr>
<tr>
<td>b) Coordinate testing and other investigations necessary to support the design process for Graco Park and Scherer Addition Lot 2</td>
<td>Engage the community and an appointed Community Advisory Committee (CAC) and participate in meetings of a Project Advisory Committee (PAC) to consider potential directions for the development of Scherer Addition Lot 2</td>
</tr>
<tr>
<td>c) Engage the community and an appointed Community Advisory Committee (CAC) and participate in meetings of a Project Advisory Committee (PAC) to review directions posed in the current schematic design, tracking input and posing alternatives as necessary to best respond to input and, especially, for potential modifications to the current schematic plan</td>
<td>Engage the community and an appointed Community Advisory Committee (CAC) and participate in meetings of a Project Advisory Committee (PAC) to consider potential directions for the development of Scherer Addition Lot 2</td>
</tr>
<tr>
<td>d) Review schematic design program to determine the scope and impacts of changes to the schematic design</td>
<td>Prepare program options in coordination with MPRB staff considering activation potential, occupancy alternatives, revenue generation potential, and other</td>
</tr>
</tbody>
</table>
e) Update the schematic design as appropriate based on consensus of input from the community and the CAC and the PAC, including preparation of narrative and graphic materials as necessary for a complete understanding of park development directions by the public

f) Estimate the probable costs of construction of the updated schematic plan, including establishing logical increments for phased development of the updated schematic design

g) Estimate the costs of maintaining, operating, and perpetuating the park based on the updated schematic design

h) Estimate resource consumption for the park based on the updated schematic design

i) Gain approval of the updated schematic design from the Board of Commissioners

j) Coordinate plan development with reviews, permitting, and approvals necessary to implement the approved schematic design

k) Continue to engage the community and CAC as the final design for Graco Park and Scherer Addition Lot 2 is prepared

l) Prepare updates to the estimate of probable costs of construction based on the final design for Graco Park and Scherer Addition Lot 2, with costs identified separately for each project

m) Generate an estimate of the costs of maintaining, operating, and perpetuating Graco Park and Scherer Addition Lot 2 improvements as posed in the final designs, including projecting service life and replacement costs, separately for each project

n) Generate an estimate of energy, water, and other resource consumption based on the final design for Graco Park and Scherer Addition Lot 2, separately

o) Review potential for implementation of Graco Park and Scherer Addition Lot 2 improvements as an integrated and single project

p) Track or otherwise document changes to the approved schematic design for Graco Park and the approved preliminary design for Scherer Addition Lot 2 improvements

q) Prepare construction documents and specifications suitable for bidding of the first phase of Graco Park and Scherer Addition Lot 2 improvements;

r) Review and tabulate bids received and offer a recommendation to the MPRB to award a contract for construction;
s) Conduct meetings, review in-progress construction, coordinate changes in the construction contract, provide information necessary and appropriate to ensure proper construction contract performance, review and certify contractor applications for payment, and other tasks customary in the conduct of construction contract administration;

t) Participate in project design and coordination meetings, as necessary, throughout the process

u) Participate in public meetings to support MPRB staff and demonstrate design directions to the public, project stakeholders, the CAC and the Board of Commissioners

While the MPRB assumes the above listed tasks as core to the delivery of the project, it also believes that through this solicitation a fully qualified group of experts will be engaged as discipline leads. As a Scope of Work will be negotiated between the MPRB and the responder determined as most qualified through this solicitation process as the discipline lead, it will rely significantly on the qualified experts to deliver the project. In that process, outcomes as indicated in Section 2.5 will need to be fully considered by the selected consultants.

2.4 SERVICES UNDER SEPARATE AGREEMENT

The MPRB intends to engage a firm separate from this Request for Qualifications to perform the following services:

**For Graco Park**

- Design and engineering of abutments and piers for bridge structures spanning the channel between Graco Park and Hall’s Island, including permitting and approvals for any portions of those structures in the waters or floodway.
- Design and engineering of bridges spanning the recently created channel, including associated permitting and approvals.
- Design and engineering of a bridge/boardwalk linking Graco Park to Boom Island Park and following a path along the east bank and under the Plymouth Avenue Bridge, including any permitting and approvals.
- Final design and engineering of a boardwalk feature proposed for Hall’s Island, with the development of the design to be developed jointly by the MPRB’s separately engaged consultant and the consultant or consultant team selected through this Request for Qualifications.
- Design and engineering related to grading, utilities, and stormwater management, including associated permitting and approvals.

**For Scherer Addition Lot 2**

- Establishment of a coordinated flood platform in concert with Graco, Inc., including permitting and the preparation of construction documents. There may be, depending on the solution, direction coordination needed with the consultant or consultant team related to footings and foundations for a building or buildings on Scherer Addition Lot 2.
It is expected that the consultant or consultant team will work closely to coordinate design of
grades, circulation systems, and site features with the MPRB’s separately engaged consultant. The
process of developing estimates of probable construction cost shall be closely
coordinated between the MPRB’s separately engaged consultant and the consultants or
consultant teams selected through this Request for Qualifications such that the MPRB
receives a single and coordinated estimate. In addition, the MPRB expects a single and
coordinated set of bidding and construction documents.

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 consultants or consultant s 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 design process:

Facility- and park-related outcomes
- A design addressing needs and opportunities demonstrated in previous work or revealed through contemporary engagement of the community;
- A design recognizing the sources and magnitude of funding available for the work and that demonstrates a path to implementation aligned with available funding;
- Explorations of models for occupancy, programming, and operations that can be reasonably achieved by the MPRB through existing or new practices;
- A design that can be implemented incrementally, if necessary, with respect for future needs and opportunities;
- A design that demonstrates well-conceived and convenient connections, including the passage of the East Bank Trail through the site and connections to the local pedestrian and bicyclist network;
- A design that recognizes the site’s position on the Mississippi River, especially its industrial past and its evolving public face, along with the desire to establish through this and other projects a more ecologically appropriate interface to the river;
- A design that creates a significant addition to the public realm of the neighborhood and that can be a focus for social interaction in the neighborhood;
- A facility that accommodates, if so determined through engagement processes, that revenue-generating spaces should be included in the portion of the project on Scherer Addition Lot 2;
- A reliable opinion of probable cost, established in year-of-implementation dollars, along with estimates of the costs of operations; and
- A set of documents demonstrating the design that can be used by the MPRB for its internal purposes and for possible fundraising.

Process-related outcomes
- A process that respects the MPRB’s Community Engagement Policy and its requirement for engagement of a community advisory committee for guidance;
A public process that reaches to the broadest possible range of interests in the neighborhood and that equitably engages people of varying backgrounds and abilities to participate;

A process that encourages innovation and invention, particularly relative to program definition;

A process that accommodates the identification of a revenue-generating vendor as an occupant of the facility on Scherer Addition Lot 2, with the process of solicitation and selection being conducted by the MPRB;

Documents supporting a rich understanding of the design by a community that may not be familiar with design processes;

A vision for the projects that can be realized in a relatively short timeframe, demonstrates consistency with input from the public and especially where that input can be elevated to new degrees of potential for the projects;

A design that can be approved by the MPRB and any jurisdictions with authority over the projects; and

A process that keeps MPRB staff assigned to this project at the forefront of interactions with the community.

Community-related outcomes

• A preliminary design capable of serving park user and neighborhood residents needs relative to regional park facilities; and

• A design that accommodates users with culturally appropriate spaces;

2.6 PROJECT DEVELOPMENT STAGES

The MPRB anticipates a very engaged public in the process of the development of designs for Graco Park and Scherer Addition Lot 2. To align the development of designs for each project with expectations of a public process, the following general thresholds shall be considered as the successful responder prepares its Scope of Work during negotiations for a Professional Services Agreement:

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

• The project basis (need, scope, and intent) has been fully articulated;

• Investigations informing project directions and feasibility have been completed or scheduled in concert with other project activities and tasks;

• Key project criteria are defined and documented and, to the extent practicable, the accommodation of a revenue-generating vendor can be demonstrated as feasible within the budget for Scherer Addition Lot 2 with capital contributions from the selected vendor;

• Major project elements and systems have been defined according to criteria established by the MPRB;

• Major project decisions have been made and are demonstrated in design drawings;

• Initial estimates of cost are reasonable achieved;
• Regulatory compliance has been reviewed such that the project can be reasonably achieved; and
• Significant engagement of the public has occurred such that knowledge of the project, its scope, and impacts on the park and neighborhood are understood by members of the public who have chosen to participate in meetings;
• The development of the project has been defined sufficient to gain consensus from the CAC and;
• The project has received “concept” approval from the Board of Commissioners, establishing the Preliminary Design as the proper path to implement; and
• A robust initial project development review has been completed with a log of issues and comments recorded.

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

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

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

• Project deliverables necessary to construct the proposed improvements have been substantially demonstrated in a set of drawings and associated specifications;
• Details associated with the construction of elements and systems of the project have been considered for compliance with standards, regulations, and best practices;
• Permits have been obtained or all documentation necessary to obtain permits is in place;
• Issues and comments identified in the project development review are resolved;
• Reviews by functional units within the MPRB have been accomplished with written comments provided to the design and engineering consultant;
• A final estimate of project construction costs can be reasonably delivered; and
• The application of signatures or stamps of responsible professionals can be reasonably assumed to be occurring within two weeks of the review.

2.7 PROJECT SCHEDULE
The MPRB anticipates a process related to the preparation of design and construction documents extending for a period not exceeding 15 months, such that bids for a phase one project can be released not later than the beginning of Q4 2020 and Graco Park will be open before Q3 2022. The MPRB, according to an agreement with the Graco Foundation is required to have Graco Park open to the public by June 2022.

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th></th>
<th>2021</th>
<th></th>
<th>2022</th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
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<td>Design</td>
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<td>Construction</td>
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<td></td>
<td></td>
<td>Q3</td>
<td></td>
<td>Q4</td>
</tr>
</tbody>
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2.8 PROJECT BUDGET
The MPRB has established budgets for each project, inclusive of all fees, administration and MPRB project management costs, as follows:

- **Graco Park**
  - Donation from the Graco Foundation $3,000,000
  - Additional donation from the Graco Foundation $27,700
  - Prepaid parkland dedication from Graco Inc. $150,000
  - Metropolitan Council regional park funds $573,000
  - Parks and Trails funding $1,299,959
  - Remaining and unspent funds from construction of Hall’s Island *not defined*

- **Scherer Addition Lot 2**
  - Proceeds from the sale of a portion of Scherer Addition Lot 2 $1,100,000
  - “Flood platform” on MPRB Scherer Addition Lot 2 up to $100,000
  - Transfer of internal funds according to approved settlement $622,300
  - Parks & Trails funding for entry at 8th Avenue NE/Sibley Street NE $250,000
  - Capital contributions from revenue-generating vendor *not defined*
In contracting for services related to preparation of design and construction and the conduct of construction administration services, the MPRB must recognize the value paid for consulting services relative to the funds available to implement the project.

2.9 DEVELOPMENT PROGRAM FOR SCHERER ADDITION LOT 2
The MPRB offers the following as possible directions for the development of a facility on Scherer Addition Lot 2. The program of uses will be verified by the consultants or consultant teams and by the community and the Community Advisory Committee. Because of the need for generating revenue to offset, in part, the costs of operating the park, both options include some amount of vendor space.

Development Scenario A

Site
Entry plaza supporting community/neighborhood events including NE Farmers Market and providing entry to the park from Eighth Avenue and Sibley Street, with linear walkway extending from entry plaza along entirety of Scherer Addition Lot 2 and terminating at East Bank Trail. Entry plaza includes an overhead structure supporting outdoor events and establishes "stalls" for markets.

<table>
<thead>
<tr>
<th>Site component</th>
<th>area, square feet</th>
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<tbody>
<tr>
<td>ENTRY COURT</td>
<td>6000</td>
</tr>
<tr>
<td>PROMENADE</td>
<td>10000</td>
</tr>
<tr>
<td>RAIN GARDEN</td>
<td>3500</td>
</tr>
<tr>
<td>LANDSCAPE</td>
<td>8500</td>
</tr>
<tr>
<td>WALKS</td>
<td>2400</td>
</tr>
</tbody>
</table>

Park-supportive Use
Flexible multi-use space as gallery, workshop, small event venue, or similar generating unique attractions and new park users. Uses would be temporary, perhaps a maximum of six to eight weeks. The space would accommodate some functions or a market and might be considered a venue for small events. The space would be expandable to surrounding plaza spaces by opening the building toward the river. The building might also include office space for non-profit entities.

<table>
<thead>
<tr>
<th>Building component</th>
<th>area, square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;GALLERY&quot;</td>
<td>1440</td>
</tr>
<tr>
<td>NON-PROFIT OFFICE</td>
<td>720</td>
</tr>
<tr>
<td>COMMERCIAL TENANT OFFICE</td>
<td>240</td>
</tr>
<tr>
<td>MPRB OFFICE</td>
<td>240</td>
</tr>
<tr>
<td>OFFICE COMMON AREAS</td>
<td>240</td>
</tr>
<tr>
<td>RESTROOMS</td>
<td>432</td>
</tr>
<tr>
<td>PARK STORAGE</td>
<td>432</td>
</tr>
<tr>
<td>PARK SUPPORT</td>
<td>350</td>
</tr>
</tbody>
</table>
SUPPORT SPACES/MECHANICAL

Revenue-generating Use
Distillery, brewery, restaurant, or similar operating under a long-term lease, and capable of generating revenue supporting park operating costs. Selected vendor would participate in capital costs of construction. Facility would operate for fully year.

<table>
<thead>
<tr>
<th>Building component</th>
<th>area, square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>DINING</td>
<td>1200</td>
</tr>
<tr>
<td>ENTRY</td>
<td>240</td>
</tr>
<tr>
<td>RESTROOMS</td>
<td>Integrated with park-supportive use</td>
</tr>
<tr>
<td>BACK OF HOUSE</td>
<td>1000</td>
</tr>
<tr>
<td>PRODUCTION</td>
<td>2400</td>
</tr>
</tbody>
</table>

Development Scenario B

Site
Entry plaza supporting community/neighborhood events including NE Farmers Market and providing entry to the park from Eighth Avenue and Sibley Street, with linear walkway extending from entry plaza along entirety of Scherer Addition Lot 2 and terminating at East Bank Trail. Entry plaza includes an overhead structure supporting outdoor events and establishes "stalls" for markets.

<table>
<thead>
<tr>
<th>Site component</th>
<th>area, square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTRY COURT</td>
<td>6000</td>
</tr>
<tr>
<td>PROMENADE</td>
<td>10000</td>
</tr>
<tr>
<td>RAIN GARDEN</td>
<td>3500</td>
</tr>
<tr>
<td>LANDSCAPE</td>
<td>8500</td>
</tr>
<tr>
<td>WALKS</td>
<td>2400</td>
</tr>
</tbody>
</table>

Park-supportive Use
Flexible multi-use space as gallery, workshop, small event venue, or similar generating unique attractions and new park users. Uses would be temporary, perhaps a maximum of six to eight weeks. The space would accommodate some functions or a market and might be considered a venue for small events. The space would be expandable to surrounding plaza spaces by opening the building toward the river. The building might also include office space for non-profit entities.

<table>
<thead>
<tr>
<th>Building component</th>
<th>area, square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;GALLERY&quot;</td>
<td>2160</td>
</tr>
<tr>
<td>NON-PROFIT OFFICE</td>
<td>480</td>
</tr>
<tr>
<td>COMMERCIAL TENANT OFFICE</td>
<td>240</td>
</tr>
<tr>
<td>MPRB OFFICE</td>
<td>240</td>
</tr>
</tbody>
</table>
OFFICE COMMON AREAS 240
RESTROOMS 432
PARK STORAGE 432
PARK SUPPORT 350
SUPPORT SPACES/Mechanical 432

Revenue-generating Use
Kiosk food service integrated with Gallery. Selected vendor would participate in capital costs of construction.

<table>
<thead>
<tr>
<th>Building component</th>
<th>area, square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>DINING</td>
<td>480</td>
</tr>
<tr>
<td>ENTRY</td>
<td>0</td>
</tr>
<tr>
<td>RESTROOMS</td>
<td>Integrated with park-supportive use</td>
</tr>
<tr>
<td>BACK OF HOUSE</td>
<td>900</td>
</tr>
</tbody>
</table>

Other scenarios for development may be generated through the process and in concert with the selected consultants or consultant teams.

2.10 PROJECT GUIDANCE
In addition to guidance and direction through MPRB staff, the design process in anticipated to include engagement and review by each of several committees or bodies according to a Community Engagement Plan created by the MPRB. The frequency and timing for meetings with each group will be determined in concert with the selected consultant or consultant team.

Throughout the preliminary design process, the MPRB will be engaging the community, formally and informally. While the committees or bodies listed in this section will play a key role in shaping a preliminary design, input from the community gained through a variety of methods will be important in shaping directions for a design.

Community Advisory Committee
It is the practice of the MPRB to engage the community through a wide range of methods, including a defined Community Advisory Committee (CAC) that meets frequently through a design process to offer continual insights and guidance from the direct perspective of the community. The consultant or consultant team will be required to participate in meetings of the CAC to ensure the designs are as aligned with community interests, as presented by the CAC, as practicable. Community representation on the CAC and its charge will be as defined in the MPRB Community Engagement Plan (see Attachment D).

Where the CAC will offer a formal recommendation to the MPRB, it shall be recognized by the consultant or consultant team as one method of gaining input from the community. Input gained from other groups or through venues other than CAC meetings must be balanced with direct input from the CAC.
Project Advisory Committee
Throughout the preliminary design process, the MPRB intends to engage a Project Advisory Committee (PAC) composed of staff from the MPRB and other entities on a regular basis. The consultant or consultant team may be asked to participate in meetings of the Project Advisory Committee. The PAC will include operations and programming staff of the MPRB and may include representatives of Mississippi Watershed Management Organization, Minneapolis Parks Foundation, and the City of Minneapolis, among others, to gain technical insights relative to the development of the designs.

2.11 COMMUNICATIONS PLAN
The formal sharing of information during the design process is critical in maintaining fair and true participation and transparency in MPRB actions. Therefore, the MPRB will prepare a communications plan to:

- Ensure, to the degree practicable, correct information is available to the public and project stakeholders;
- Deliver information to the public on a consistent basis and, in particular, as new information becomes available;
- Post information, data, and other deliverables in a single location on the MPRB’s website;
- Distill key information into a Frequently Asked Questions document that, as directly as practicable, frames key aspects of the preliminary design process and likely possible future actions;
- Provide, as needed, media access to project leadership offering opportunities to gain a more complete understanding of issues and directions; and
- Provide notice of meetings and decision points related to the design process and any associated approvals.

The consultants or consultant teams will not be responsible for the communications plan or directly for its implementation but may be asked to contribute materials supporting communication of directions and status of the preliminary design work.

PART 3 REQUEST FOR QUALIFICATIONS

3.1 RESPONSES, IN GENERAL
A response to this Request for Qualifications shall contain information in the order indicated in the chart in Section 3.2. Where responses to questions are required the responder shall prepare a narrative response that may include graphic information, diagrams, or other means of communicating key messages. The MPRB anticipates a creative, unique response specific to this request such that all aspects demonstrate a clear relationship to the effort of designing Graco Park and Scherer Addition Lot 2. Standardized or “boilerplate” information, including firm descriptions, personnel resumes, and project narratives shall not be provided as a part of a response.
3.2 FORMAT AND CONTENT OF RESPONSES
A response to this request shall be provide in PDF (portable data file) format, delivered digitally as noted in Section 3.7. Responders shall direct particular attention to the order and requirements of information to be included in a response as indicated in the following chart:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover letter</td>
<td>• There is no limitation on the content presented as part of this section.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The cover letter shall state prominently on the first page the intended</td>
</tr>
<tr>
<td></td>
<td></td>
<td>category of discipline lead for the response.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• This section shall be limited to two pages.</td>
</tr>
<tr>
<td>2</td>
<td>Team identification</td>
<td>• The respondent shall provide the following information:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) The name, address, and telephone number of the lead consultant, and the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>office location from which the work would be conducted for a lead consultant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not located in the Twin Cities area;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) The name, address, and telephone number of other members of the consultant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>team, and the office location from which the work would be conducted if the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>consultant team member is not located in the Twin Cities area; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3) The name, title, email address, and telephone number of the person who is</td>
</tr>
<tr>
<td></td>
<td></td>
<td>primarily responsible for preparation of the response.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• This section shall contain no descriptive information about the consultant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>or consultant team other than the information requested.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• This section shall be limited to two pages.</td>
</tr>
<tr>
<td>3</td>
<td>Project understanding</td>
<td>• The respondent shall respond to the following information:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4) Beyond information contained in this Request for Qualifications, describe</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the consultant’s or consultant team’s understanding of the need and intent</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of this project by, for example, framing parameters for a successful design;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>identifying cues to a design that would resonate with the project’s river</td>
</tr>
<tr>
<td></td>
<td></td>
<td>setting; suggesting programmatic ideas aligned with the site and neighborhod;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>or</td>
</tr>
</tbody>
</table>
offering additional outcomes that might be important in delivering a successful design.

5) How will the lead consultant ensure the work of this request is fully responsive to the outcomes identified in this request?

- No other information shall be included in this section.
- This section shall be limited to two pages.

<table>
<thead>
<tr>
<th>4</th>
<th>Skills and experience of the lead consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The respondent shall respond to the following information:</td>
</tr>
<tr>
<td></td>
<td>6) What single project performed by the lead consultant is most similar to the focus of this request and what role did the lead consultant play in the project? Provide narrative, graphic, and pictorial support for that project.</td>
</tr>
<tr>
<td></td>
<td>7) What role did the Project Lead (see Section 6) play in the referenced project and how did their performance contribute to the project’s success?</td>
</tr>
<tr>
<td></td>
<td>8) Who may be contacted as a reference for detailed questions about the project identified as relevant similar experience?</td>
</tr>
<tr>
<td></td>
<td>- No other information shall be included in this section.</td>
</tr>
<tr>
<td></td>
<td>- This section shall be limited to three pages.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>Skills and experience of other consultant team members</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The respondent shall respond to the following information:</td>
</tr>
<tr>
<td></td>
<td>9) What single project performed by each member of the consultant team is most similar to the focus of this request and what role did the consultant member play in the project? Provide narrative, graphic, and pictorial support for that project.</td>
</tr>
<tr>
<td></td>
<td>10) What role did the Key Personnel (see Section 7) play in the referenced projects?</td>
</tr>
<tr>
<td></td>
<td>11) Who may be contacted as a reference for detailed questions about each project identified as relevant similar experience in the response?</td>
</tr>
<tr>
<td></td>
<td>- No other information shall be included in this section.</td>
</tr>
<tr>
<td></td>
<td>- This section shall be limited to five pages.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6</th>
<th>Project Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The respondent shall respond to the following information:</td>
</tr>
<tr>
<td></td>
<td>12) How was the consultant’s or consultant team’s Project Lead chosen for this effort?</td>
</tr>
</tbody>
</table>
13) **What skills and experience particular to this request does the Project Lead offer?**

14) **Provide a summary of projects or other demonstration of the Project Lead’s capacity for performing this work.**

- 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.

- No other information shall be included in this section.

- This section shall be limited to two pages.

| 7 | Key Personnel | The respondent shall respond to the following information: |

15) **What roles or areas of expertise are needed to fully satisfy the requirements of the requested work?**

16) **Which members of the consultant or consultant team will be assigned to those roles or areas of expertise? Why are those individuals best positioned to perform those roles or address the areas of expertise?**

17) **What roles necessary to perform this work has the consultant or consultant team not included as part of its team?**
8 Approach

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

9 Schedule

- The respondent shall respond to the following information:

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

  19) How will the consultant’s or consultant team’s approach ensure a supportable, implementable, and compelling response?

  20) What tasks will be directed to the MPRB as a part of anticipated deliverables?

- No other information shall be included in this section.
- This section shall be limited to three pages.
21) What are the key milestones for delivery of the project by task, key activity, major deliverable, significant meetings and interactions with the public and staff of the MPRB, or other logical divisions of the work?
22) What are the key points for any incremental reviews by the MPRB?
23) What is the process proposed for engaging the MPRB in the review of incremental, draft, or final deliverables?

- No other information shall be included in this section.
- This section shall be limited to two pages.

| 10 | Risks | The respondent shall respond to the following information:

24) What risks might be encountered in the pursuit of the design and implementation of the projects and how will the consultant or consultant team mitigate those risks?

- No other information shall be included in this section.
- This section shall be limited to two pages.

| 11 | Quality management | The respondent shall respond to the following information:

25) What methods will be used to ensure the quality, completeness, and timeliness of interim and final deliverables?
26) Which member of the consultant or consultant team will be responsible for quality management?

- No other information shall be included in this section.
- This section shall be limited to one page.

| 12 | Certification | The respondent shall respond to the following information:

27) The consultant or consultant team shall provide and agree to the following statement, executed by an individual with authority to represent fully the activities and interests of the responder:

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

(Signature) (Title) (Date)

- No other information shall be included in this section.
- This section shall be limited to one page.

In additional to the requirements indicated in the chart above, responders shall note the following:

- In the requirements outlined above, the term “page” shall refer to the face of each page, such that one page is equal to one face (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 EVALUATION OF RESPONSES

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

Emma Pachuta  Planner, MPRB
Crystal Passi    Project Manager, MPRB
Jon Duesman    Construction Project Manager, Planning Division, MPRB
Cliff Swenson  Director, Design and Project Management, MPRB
Brent Kath     Assistant Director, Asset Management, MPRB
Shane Stenzel  Permits Manager, Customer Service, Use and Events, MPRB
Larry Umphrey  Director, Recreation Centers, MPRB
Michael Hatling Manager, Corporate Facilities, Graco Inc.

Responses shall be reviewed using the following criteria:

- Adherence to the required format of the response: No consideration will be given to proposals failing to follow the format
- Clarity and directness of the response: 10 percent
- Experience of the consultant or consultant team, particularly with regard to Key Personnel: 15 percent
- Qualifications and experience of the Project Lead: 30 percent
- Demonstrated understanding of the project: 15 percent
Coherency of approach to the work, especially directed to design process, engagement of stakeholders, interactions with Project Partners, and appropriateness of anticipated deliverables: 20 percent

Acknowledgement and understanding of project risks, the need for managing quality of the work, and the timeliness of milestones leading to full delivery: 10 percent

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

3.4 SELECTION OF CONSULTANTS OR CONSULTANT TEAMS

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

- The consultant or consultant teams selected for an interview will be notified not less than five calendar days prior to the date scheduled for the interview. Dates identified in Section 1.4 shall be considered due notification.
- Participation in the interview will be limited to five members of the consultant or consultant team, and must include the following:
  - Project Lead (see Section 3.2, Part 6);
  - No more than four Key Personnel of the consultant or consultant team (see Section 3.2, Part 7);
  - Other members of the consultant or consultant team provided the total number of consultant or consultant team’s interview group is not greater than five. The MPRB expects that all members of the consultant or consultant team’s interview group will be members of the team that will be actively engaged in the work; and
  - In no circumstance will the MPRB allow more than five members of the consultant or consultant team to participate in the interview. If the consultant or consultant team enters the interview room with more than five people, the MPRB’s project manager, at his/her sole discretion, will determine which member(s) of the consultant or consultant team will be required to leave.
- The interview format will be provided to those selected for interviews at the time of notification. The MPRB requests that responders selected for an interview allow up to two hours for an interview, depending on the format determined for the interview.
- The interview may require the consultant or consultant team to develop and present an initial scope of work and associated fees. Such presentation may be used in selecting a consultant or consultant team but the scope and fee shall remain subject to negotiation.

The MPRB reserves the right to negotiate a scope and fee with more than one responder in order to determine the best value for the services requested.
The consultant or consultant teams selected for an interview shall consider information contained in a response to this Request for Qualifications to be read and understood, with no need to repeat or review that information during an interview. Additional information regarding interviews may be provided to the consultant or consultant team at any time up to the start of the interview.

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

3.5 PRE-SUBMITTAL PROJECT REVIEW
A pre-submittal project review will be conducted as a means of providing additional information regarding the project and this Request for Qualifications. The project review will be conducted at MPRB Headquarters, 2117 West River Road, Minneapolis as indicated in Section 1.4.

Representatives of the MPRB will participate in the pre-submittal project review. The pre-submittal project review will employ an agenda including the following topics:

- Project need and design expectations
- Community engagement
- Desired services as outcomes
- Response requirements and consultant or consultant team selection
- Questions from participants

Participation in the pre-submittal project review is optional.

3.6 QUESTIONS AND CLARIFICATIONS
Questions regarding this Request for Qualifications shall be directed VIA EMAIL ONLY to:

Cindy Anderson  
CAndersoni@minneapolisparks.org

Questions or requests for clarification must be received by the date indicated in Section 1.4. Responses will be provided to all known proposers via email by the date indicated in Section 1.4.

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

Cindy Anderson  
CAnderson@minneapolisparks.org

The email submittal must clearly state in the subject line that the communication contains:
Statement of Qualifications for GRACO PARK and SCHERER ADDITION LOT 2

The email shall also clearly indicate the intended category of discipline lead for the response.

PART 4  ADDITIONAL INFORMATION

4.1 RIVERFIRST
The MPRB has collected all information prepared as a part of RiverFirst, including information related to development of Scherer Addition Lot 2, on its website at:

https://www.minneapolisparks.org/_asset/ktdkp8/riverfirst_schematic_design_summaries.pdf

Information related to RiverFirst is NOT attached to this Request for Qualifications.

4.2 SCHEMATIC DESIGN FOR GRACO PARK
The schematic design for Graco Park was updated as final design documents were prepared for the implementation of Hall’s Island. While the process related to this Request for Qualifications intends to review and update the schematic design, it stands as the most current design direction for the park’s development. Information related to efforts to date for Graco Park can be found at:


4.3 SURVEY
The MPRB has completed a survey of the area of Graco Park and Scherer Addition Lot 2, including the subdivision of Scherer Addition Lot 2 that creates separate MPRB and Graco parcels.

The survey is contained in Attachment A.

4.4 CONTRACT REQUIREMENTS
The MPRB is providing is standard contract requirements for the convenience of the responder.

The contract requirements are contained in Attachment D, the AIA B101 contract.

4.5 SMALL AND UNDERUTILIZED BUSINESS PROGRAM REQUIREMENTS
The MPRB procures services following requirements of the City of Minneapolis and its Small and Underutilized Business Program. The MPRB has established the following minimum participation requirements for this project:
SUBP goal percentage opportunities for Discipline: 5.00% for Civil Engineering; 5.00% for Landscape Architecture; 7.50% for Architecture

SUBP goals are set per a contract based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs. Proposing firms shall take into consideration 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 proposing firm might otherwise prefer to perform the work with its own forces. If a proposing firm determines no valid opportunity exists to break out portions of work into smaller units for participation, or did but is unable to fully meet the suggested goal percentage, then the proposing firm must provide suitable rational in their explanation as to why.
ATTACHMENT A

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

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

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its
completion. The author may also have revised the text of the original
AIA standard form. An Additions and
Deletions Report that notes added
information as well as revisions to the
standard form text is available from
the author and should be reviewed. A
vertical line in the left margin of this
document indicates where the author
has added necessary information
and where the author has added to or
deleted from the original AIA text.

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

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

ARTICLE 1 INITIAL INFORMATION
(Paragraphs deleted)
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1;
(Provide total and, if known, a line item breakdown.)

(Paragraph deleted)
§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

Init. / 
/ 

User Notes:
.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

(Paragraphs deleted)

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

(Paragraphs deleted)

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

(Paragraphs deleted)

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

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

(Paragraphs deleted)

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

(Paragraphs deleted)

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

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

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

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

(Paragraphs deleted)
§ 1.1.11.1 Consultants retained under Basic Services to include, but not limited to:
.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

(Paragraphs deleted)
§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
(Paragraphs deleted)
§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings, or specifications prepared or furnished by Architect that contains errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner’s approval, acceptance, use of or payment for all or any part of Architect’s services shall in no way alter Architect’s obligations or Owner’s rights hereunder.

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

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

(Paragraph deleted)
§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

(Paragraphs deleted)
§ 2.5.1 Commercial General Liability with policy limits of not less than One Million, Five Hundred Dollars ($1,500,000.00) for each occurrence combined bodily injury and property damage, Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage, Two Million Dollars ($2,000,000.00) Products-Completed Operations Aggregate, and One Million, Five Hundred Thousand Dollars ($1,500,000.00) Personal and Advertising Injury.
§ 2.5.2 Automobile Liability covering vehicles owned, non-owned and hired vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

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

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

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES
(Paragraphs deleted)

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

§ 3.1.1 The Architect shall: manage the Architect’s services; research applicable design criteria; attend and document Project meetings and circulate to the Owner in a timely manner the minutes of such meetings; communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the
commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable and customary allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, for approval of submissions by authorities having jurisdiction over the Project, and for the Owner’s procurement process. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall, at appropriate times, with adequate notice to include the Owner, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

(Paragraphs deleted)

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the scope, schedule, budget, and other requirements of the Project.

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

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

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

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider and present to the Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.
commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable and customary allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, for approval of submissions by authorities having jurisdiction over the Project, and for the Owner’s procurement process. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall, at appropriate times, with adequate notice to include the Owner, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services
(Paragraphs deleted)

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the scope, schedule, budget, and other requirements of the Project.

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

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

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

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider and present to the Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.
§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services
(Paragraphs deleted)
§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services
(Paragraphs deleted)
§ 3.4.1 Based on the Owner’s written approval of the Design Development Documents, and on the Owner’s written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents that are sufficient for bidding and construction to the Owner for Owner’s review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.

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

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

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

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

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

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

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) providing written recommendation to the Owner of responsive, apparent low bid based on a combination of alternates, as applicable, to meet the Owner’s established budget.

§ 3.5.2 Competitive Bidding
(Paragraphs deleted)
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project per the Project Manual Division 00 by:
  .1 facilitating the distribution of Bidding Documents to prospective bidders by providing Bidding Documents in electronic form to Owner;
  .2 conducting a pre-bid conference for prospective bidders, as scheduled by Owner; and
  .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

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

§ 3.6 Construction Phase Services
§ 3.6.1 General
(Paragraphs deleted)
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. Owner has amended AIA Document A201-2017 and those modifications will affect the Architect’s services under this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon completion of the one-year (1 year) warranty walk through and resolution of issues following walk through.

§ 3.6.2 Evaluations of the Work
(Paragraphs deleted)
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully
completed, will be in accordance with the Contract Documents. The Architect shall document these site visits in a Field Report and provide such a report to Owner in a timely manner. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. In the event that there is an additional cost to be added to the Project or additional time added to the Project’s schedule due to performance issues, the Owner shall have the final decision concerning such matters.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

(Paragraphs deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts to the Owner within seven days after receipt of the Contractor’s Application for Payment. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work
(Paragraphs deleted)

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion
(Paragraphs deleted)

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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<td>§ 4.1.1.16 As-constructed record drawings</td>
<td></td>
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</table>
§ 4.1.1.17 Post-occupancy evaluation
§ 4.1.1.18 Facility support services
§ 4.1.1.19 Tenant-related services
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants
§ 4.1.1.21 Telecommunications/data design
§ 4.1.1.22 Security evaluation and planning
§ 4.1.1.23 Commissioning
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3
§ 4.1.1.25 Fast-track design services
§ 4.1.1.26 Multiple bid packages
§ 4.1.1.27 Historic preservation
§ 4.1.1.28 Furniture, furnishings, and equipment design
§ 4.1.1.29 Other services provided by specialty Consultants
§ 4.1.1.30 Other Supplemental Services

(Table deleted)
(Paragraphs deleted)
§ 4.1.2 Description of Supplemental Services
(Paragraphs deleted)
§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.
(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.
(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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

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

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

1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

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

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

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

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, explain the facts and circumstances giving rise to the need, and receive written notice from the Owner to proceed. If, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner will not compensate the Architect for services provided prior to the Owner’s written notice to proceed;

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

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

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

.2 Weekly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

ARTICLE 5 OWNER’S RESPONSIBILITIES

(Paragraphs deleted)

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

(Paragraphs deleted)

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

(Paragraph deleted)

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
§ 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 may include 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 auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the

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User Notes:
§ 6.3 In preparing estimates of the Cost of Work, the Architect shall, if necessary, propose contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents. Architect may propose reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. To meet the Owner’s budget for the Cost of the Work, the Architect shall propose what materials, equipment, component systems, and types of adjustments to programs and scope of project and alternative bids.

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

§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments, but Owner has the final decision making authority.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  .1 give written approval of an increase in the budget for the Cost of the Work;
  .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  .3 terminate in accordance with Section 9.5;
  .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES
(Paragraphs deleted)

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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[Redacted]
pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General
(Paragraphs deleted)

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

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

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

§ 8.2 Mediation
(Paragraphs deleted)

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X ] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

§ 8.3 Arbitration

(Paragraphs deleted)

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

§ 8.3.2 The 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.

§ 8.3.3 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.

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

§ 8.3.4 Consolidation or Joinder

(Paragraphs deleted)

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred prior to termination.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS
(Paragraphs deleted)

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

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials after completion of the Project. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This Section 10.8 shall survive the termination of this Agreement.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

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

.3 Other
§ 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>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development Phase</td>
<td>percent (%)</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>percent (%)</td>
</tr>
<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 %)

(Paragraphs deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

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

See Exhibit A, Hourly Billing Rates

(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

(Paragraphs deleted)

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:
§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0%) of the expenses incurred.

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

(Paragraphs deleted)

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

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

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

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

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

[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)  
(Printed name and title)

ARCHITECT (Signature)  
(Printed name, title, and license number, if required)

Secretary
Approved as to form
Attorney for Owner:

(Signature)

(Printed Name)

(Table deleted)

(Paragraphs deleted)