REQUEST FOR QUALIFICATIONS

SURVEY AND DESIGN WORK FOR LINDEN HILLS PARK, MARCY PARK AND ARMATAGE PARK

PLAY AREA AND SITE IMPROVEMENTS

Issued by the Minneapolis Park and Recreation Board (MPRB)

Staff Lead/Project Manager: Julia Roessler, Project Manager

Department or Division: Planning Department, Design and Project Management

Release Date: 2/12/20

Questions Due: 2/25/20

Qualifications Due: 3/3/20, by 3pm local time

GENERAL DESCRIPTION

The Minneapolis Park and Recreation Board (MPRB) seeks surveying services, professional engineering and design services (schematic through construction documents), bidding phase services, and construction administration services for the Linden Hills, Marcy Park and Armatage Park Play Area and Site Improvements projects.

The MPRB is an independent, semi-autonomous body responsible for maintaining and developing the Minneapolis Park system to meet the needs of citizens of Minneapolis. This unique structure allows independent decision-making so the MPRB can efficiently oversee a diverse system of land and water. Nine Park Board Commissioners are elected every four years: one from each of the six park districts within the city and three that serve at-large. The Board of Commissioners appoints the Superintendent to provide high-level oversight and leadership to the nationally renowned park system. A Deputy Superintendent and three Assistant Superintendents, all appointed by the Superintendent, oversee operations, planning and recreation with a staff of 500+ full-time and 1100+ part-time employees. The MPRB is one of five Minnesota park agencies and one of only 172 agencies in the United States that is accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA). The Minneapolis Park System consists of 182 park properties, including local and regional parks, playgrounds, triangles, golf courses, gardens, picnic areas, biking and walking paths, nature sanctuaries, and the 55-mile Grand Rounds National Scenic Byway. Together, these properties total 6,732 acres of land and water. The backbone of the park system is its full-service neighborhood recreation centers. It serves as host to approximately sixteen million visitors annually. The Park Board adopted a Comprehensive Plan (2007), after substantial public input, which will provide guidance through 2020. Staff are currently working on the next comprehensive plan, Parks for All.
Part 1 - General Information

A. Definitions and Terms

2. MPRB: Minneapolis Park and Recreation Board and/or its authorized representative(s), as the context implies.
3. Consultant: The individual or firm directly, or indirectly through sub-consultants, providing engineering and design-related services as a party to the contract.
4. Project Manager: The designated MPRB representative responsible to coordinate, authorize, and monitor the status of task orders issued pursuant to the contract and responsible on a specific project to evaluate and prescribe project needs, and to monitor the performance of approved tasks.
7. Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design. SUE shall be determined by the guidelines of CI/ASCE 38.-2.
8. UNC: Utility Notification Center, also known as Gopher State One Call in Minnesota.
9. Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

Part 2 - Background and Project Information

A. MPRB Park Project Locations

1. Linden Hills Park, 3100 W 43rd St., Minneapolis, MN 55410
   Link to park information on MPRB website: https://www.minneapolisparks.org/parks__destinations/parks__lakes/linden_hills_park/
2. Marcy Park, 711 11th Ave. SE, Minneapolis, MN 55414
   Link to park information on MPRB website:
   https://www.minneapolisparks.org/parks__destinations/parks__lakes/marcy_park/
3. Armatage Park, 2500 W 57th St. Minneapolis, MN 55410
   Link to park information on MPRB website:
   https://www.minneapolisparks.org/parks__destinations/parks__lakes/armatage_park/

B. Range of Services
   ● The work to be performed will be only as specified in individual task orders and may include any or all activities described herein, specific to the applicable project.
   ● The Consultant is reminded that this contract does not guarantee the amount of work, if any, available under the contract.
   ● The parks are open public space open every day between the hours of 6 am to midnight.
   ● Prior to commencing professional services under a task order, contact the MPRB project Manager at MPRB for issuance of a MPRB Internal Notification Permit (free of charge).
   1. The primary and initial services anticipated to be rendered hereunder are topographic and utility surveying services which may be for all of a park site or only a limited area within each park.
   2. If the evolving project scope warrants additional services, services may include design and engineering services, such as concept design, cost estimating, testing, investigation, and evaluation services, final design to include storm water and drainage systems, structural engineering (if needed), utility engineering, testing and remediation oversight of known or discovered environmentally-limiting conditions, design for grading and earthwork and other side elements, construction documents, and construction contract administration services, construction management, and related services for park site Improvements.
   3. The services required include coordination and deliverables to achieve approvals, permissions and permits necessary for the project to advance to implementation.
   4. A Phase 1 ESA for Linden Hills Park is complete and is available upon request to Consultants interested in submitting a Response.
   5. A topographic survey has been completed for Linden Hills Park is complete and is available upon request to Consultants interested in submitting a Response.
   6. It is anticipated that a Phase 1 ESA will be issued to a separate firm in connection with the Marcy Park project concurrent to this RFQ.
   7. It is anticipated that design for all items inside play areas (play containers) will be done by a playground designer, unless engineering, stormwater drainage, remediation, new drain tile outside the play container, or other services outside the scope of the playground designer are needed. The playground designer will be working under a separate contract.
   8. MPRB will be conducting community engagement for all projects, which will inform the concept design and final design.
   9. The community engagement may result in site improvements which are not yet identified.

C. Contact Information
1. 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: Julia Roessler at JRoessler@minneapolisparks.org.

2. 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.

3. Questions or requests for clarification must be received by the date indicated on page 1 of this RFQ. Responses will be provided to known responders via email within three workdays of the close of the question period. Updates to the schedule will occur only via an addendum to this Request for Qualifications.

D. Original Work

1. 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.

2. 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.

E. Work Inspections

1. The Consultant shall make reasonable provisions for MPRB representatives to observe the Consultant’s work in progress.

F. MPRB Responsibility

MPRB will furnish the following at no cost to the Consultant:

1. Copies of standard documentation, specifications, or other information applicable to the work when relevant.

2. Electronic PDF Copies of all relevant property information and plans on file showing information pertinent to the work.

3. Electronic CAD files, if available indicating information pertinent to the work.

4. Information, if known, on existing utilities, such as owner name, contact person, permit records, or utility maps; provided, however, that MPRB does not warrant the accuracy or completeness of such information.

5. Prints or electronic files of project plans, profiles, cross sections, details, or correspondence pertinent to the work.
G. Work Standards
1. The collection and depiction of utility information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
2. The collection and depiction topographic survey information, unless noted otherwise, and any required submittals, shall conform to the NSPS Model Standards for Topographic surveys.
3. Construction Documents must be warranted by the consultant to meet all building codes, ordinances, laws, and regulations applicable to the scope of work, must not damage other amenities in the park, and must be constructible.
4. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. Complimentary Documents: Unless otherwise stated within the Agreement Documents, there is no order of precedence and the Documents are complimentary.

H. Schedule
1. An estimated schedule is attached.
2. Due to the unknown input yet to be received from the community during our community engagement process, the schedule from Concept Design onward may be adjusted at the discretion of the MPRB.

I. Submittals
1. All required reports, documentation, studies, field notes and sketches, plan drawings, and electronic data shall be submitted for comment by the Project Manager, before finalizing.
2. Copies of all project work becomes the property of the MPRB and may not be copyrighted by the Consultant.
3. When applicable, the Consultant shall submit an example/sample of an original plan sheet and obtain approval from MPRB prior to drafting plans.
4. Final submittals shall incorporate any corrections or revisions resulting from MPRB's review.
5. Certification.
   a. The Consultant's Professional Engineer, Professional Landscape Architect, and Professional Land Surveyor in responsible charge of the work shall perform a final review of, seal, and sign all applicable submittals, including but not limited to original field notes and sketches (or copies of same if approved by MPRB), PDF copies of electronic data, final surveys, final CDs, and record drawing sheets, permit documents, and CD issue and record specifications.
6. Plan Drawings
   a. All CD and record drawings shall generally conform to the National CAD Standards and CSI Uniform Drawing System, unless otherwise approved by the Project Manager.
   b. Drawings with colors shall be reproducible by printing or duplication media in black-and-white.
c. PDF Concept Plans must be ADA accessible.

d. Drafting and lettering shall be of proper density and legibility for a 50% reduction during reproduction. The depiction of attributes such as line type, material type, age, condition, ownership, status (e.g., in-service, out-of-service, active, abandoned), number of conduits or direct buried cables, or other required information, shall not be eliminated, obliterated, or obscured by the manner of reproduction or by 50% reduction in size.

e. Final drawings for reproduction shall have all drafting work and image on one side of the sheet.

f. The Consultant shall replace, at no cost to MPRB, plan sheets that do not comply with the above criteria.

g. All abbreviations shall be described in an index of abbreviations.

7. Electronic Data

a. Consultant will provide final copies of PDF files, as the work progresses, to the Owner’s Project Manager.

b. Each drawing plan sheet issued as part of the CD or subsequent modifications must either be generated in AutoCAD or able to be exported to AutoCAD with linework and layering intact. Provide AutoCAD design files at project completion. Provide files to MPRB, during the project, upon request.

J. Scope of Services – Tasks

(Note: Not all tasks may be required for the project. Task requests will be developed by the MPRB Project Manager and submitted to the consultant as the project develops.)

1. Surveying and Locating Work (may be broken down into smaller task requests)

a. All survey work shall conform to the minimum guidelines of the United States National Map Accuracy Standards.

b. Provide a 90% review set.

c. Turn-a-round for surveying work from task order to completion is no longer than 45 calendar days.

d. Provide surface feature (planimetric) and topographic surveying indicating the vertical and horizontal locations of existing natural and manmade features of the designated area including:

i. Roadways and Railways:
   - Identify and provide an accurate depiction and location of roadways, driveways, alleys and sidewalks with pavement type.
   - Show centerlines and angles of intersection of the side street(s) with main roadway centerline, as necessary.
   - Identify all existing or abandoned railways with company names, if available.
   - Identify curb and gutter
   - Identify all existing or abandoned railways with company names, if available.

ii. Identify, locate, and designate the following items
   - Ground elevations - indicating 1-foot contours and spot elevations
• Monuments and Benchmarks
• Stormwater drainage features, waterways, and water bodies, storm drains, channels, and culverts
• Planting beds or areas
• Signs
• Fences, rails, and retaining walls
• Concrete and paved areas (every 20’ or at significant changes in elevation)
• Hills, ravines, swales, berms, etc...
• Buildings
• Roadways, curb, gutter and walks
• Trees (2” diameter or larger – include trunk diameter and species)
• Utilities – all above ground utilities and below ground utilities depending upon the required Quality Designation (see below)
• Benches, Picnic Tables, and Site Other Equipment
• Indicate the interior Edge of Play Container Curb (every 10’ min.)
• Wells
• Miscellaneous permanent manmade and natural site features

e. Provide for UNC notification locating and Private locator sub-surface utility locating and investigations for all existing to meet Quality Level Designation D, and certify the quality level according to the guidelines of CI/ASCE 38-.2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, and in accordance with MN Statute 216D.04. Conduct meeting(s) in accordance with MN Statute 216D.04. Provide all necessary equipment, supplies, and support personnel, including surveying capability.

f. Provide for UNC notification locating and Private locator sub-surface utility locating and investigations to meet Quality Level Designation C, and certify the quality level according to the guidelines of CI/ASCE 38-.2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, and in accordance with MN Statute 216D.04. Conduct meeting(s) in accordance with MN Statute 216D.04. Provide all necessary equipment, supplies, and support personnel, including surveying capability. In the event locates are not responded to, the Land Surveyor is responsible to follow the following process:

   i. If a utility owner (except for MPRB) does not respond to the UNC - Gopher State One Call (GSOC) in writing or by field locate within the legally mandated 15-business day response period, the Surveyor sends that utility owner a Utility Identification Letter the day after the deadline. The Utility Identification Letter asks for a response within five business days.

   ii. The Land Surveyor are

   iii. If the utility owner fails to respond to the Utility Identification Letter, or if its response is unsatisfactory, the Surveyor follows up with a call and an e-mail the day after the deadline to the utility owner.
iv. If the utility owner has an underground facility, the Surveyor calls that utility owner immediately and notifies it that MPRB may inform the Office of Pipeline Safety of this non-compliance.

v. If the Surveyor does not hear from the utility owner, he or she contacts the MPRB and provides them documentation of steps 1-3. The MPRB Project Manager then contacts Office of Pipeline Safety one workday after the documentation and related information is provided to the MPRB Project Manager.

vi. The Office of Pipeline Safety then takes action to enforce compliance, which may include a penalty or fine.

vii. The MPRB Project Manager and Surveyor then documents action, continues coordination, and the Surveyor moves to the next step.

viii. The Surveyor may then note on the survey that a utility didn’t respond to a UNC – GSOC locate and their underground utilities are not shown on the survey.

g. Locate and confirm all existing utilities and appurtenances along with type, size and materials, as possible:

i. Water Mains and Appurtenances:
   - Size and material type of water main
   - Size and type of manhole, meter and fire hydrant (specify color)
   - Size and type of valve with operating nut elevation

ii. Wastewater Mains and Appurtenances:
   - Size and material type of wastewater main with flow direction
   - Size and type of manhole (brick, concrete, fiberglass, drop manhole etc.)
   - Rim elevations
   - Flowline elevations of all lines entering and exiting manhole

iii. Wastewater Access Device, Cleanout and other appurtenances

iv. Stormdrains, Open Channels, and Culverts
   - Size and material type of storm drains with flow direction
   - Size and type of appurtenances including inlet, manhole, junction box etc.
   - Indicate all open channels and culverts with material and elevations
   - Provide the width and height of all box culverts as well as the entry and exit elevations
   - Provide elevations, widths and locations of any headwalls, retaining walls, aprons or other objects within the limits of the survey.

v. Gas Mains:
   - Size and material type of gas main, if available
   - Indicate owner's name and pressure rating of the gas main if available
   - Size and type of appurtenances including meter, manhole, valve etc.

vi. Underground Telephone
   - Material and appurtenances - size and material type
   - Indicate owner's name, if available

vii. Underground Electric
- Type, Material, Voltage, and Appurtenances - size and material type
- Indicate owner’s name, and contact information, voltage, if available

viii. Underground Cable and Fiber Optic (Size, Material, Appurtenances-Manhole etc.)
- Material and appurtenances - size and material type
- Indicate owner’s name, and contact information, if available

ix. Miscellaneous Utilities – Indicate the type, size, location, and material of miscellaneous utility items.

x. All known abandoned utilities and suspected abandoned utilities must be clearly indicated as such on all utility surveys.

xi. Indicate aerial and ground-mounted utility facilities.

h. Provide for ground penetrating radar to determine the exact location of underground utilities or suspected underground tanks or other site features in limited specific areas, if requested.

i. Provide for storm water line utility investigations (camera), as needed.

j. Provide potholing, with vacuum excavation to expose specific utility lines, upon request.

k. Update survey(s) with information as investigative work progresses, upon request.

l. Upon request, provide detailed investigations of utilities such as opening manhole covers or catch basin covers and taking invert elevations and indicate them on the survey, if requested. Perform interior pipe wall inspections and/or thickness tests of existing buried utility lines, utilizing video, ultrasonic, and/or visual techniques as appropriate.

2. Concept Design Services (may be broken down into smaller task requests)

a. Concept Design may include the following services:

i. Design option concept plans for proposed amenities which take into consideration existing conditions such as drainage and storm water, existing utilities, trees, existing amenities, future planned amenities, the neighborhood aesthetic, safety, and other priorities indicated in the Master Plan. It is anticipated that up to five concept plan layouts may be needed before a final plan is settled upon.

ii. Concept Plan graphics shall be delivered to the MPRB in .indd, .eps, and .pdf file types and shall be scalable to a large plot scale for boards. MPRB will use the graphic plans developed on its project webpage, flyers, emails, surveys, and posters.

iii. Delivery dates of concept plans will be no longer than 8 calendar days after MPRB request to the consultant via email.

iv. Unless otherwise directed by the MPRB PM, due to the probability of contamination on site, designs must minimize excavation. No infiltration BMPs may be designed in areas of probable contamination.

v. Preparation of a final concept design site plan that clearly outlines the scope, aesthetics, and function of the proposed improvements and their relationship to existing park amenities.

vi. The concept plan will indicate existing amenities to remain.
vii. Concept plans will take into consideration existing conditions such as drainage and storm water, utilities, plantings, and park circulation.
viii. Identify and coordinate the resolution or mitigation of utility conflicts.
ix. Concept plans will expand upon the pending master plan design and may not differ from the approved master plan, except where approved by the Project Manager.
x. Effective April 28, 2017, all .pdf and word documents posted electronically for public review must comply with ADA digital standards, WCAG 2.0 requirements and Federal Guidelines. Therefore, all graphics files submitted to the MPRB that is not ADA compliant will be rejected and revised at the consultant’s expense.

3. Estimating (may be broken down into smaller task requests)

   Estimating services include:
   a. Concept plan options: provide construction estimates including all construction expenses, permits, and other costs related to construction.
   b. Final Concept Plan Estimate: If requested, provide a detailed cost estimate broken down by CSI Master Format Division. Estimate shall discuss risk, unknowns and potential alternates.
   c. Make recommendations to keep the design and project on budget. Provide for quality value engineering.
   d. Provide a project estimate prior at 90% CD’s for Civil Rights review broken down into NAICS codes for each trade.

4. Design Development Services (may be broken down into smaller task requests)

   a. Attend a design meeting.
   b. Perform Permitting review with the City of Minneapolis to include:
      o Stormwater evaluation review
      o Site Plan Design Review / PDR Review at each stage of development.
      o Planning and Zoning Review at appropriate times
      o Provide Conditional Use Permit assistance if needed
      o Attend and coordinate City reviews
      o Other AHJ coordination
   c. Incorporate permitting and other City / (Authority Having Jurisdiction) AHJ, and other Regulatory Agencies requirements into the documents and design and prepare submittals, attend meetings, and perform liaison services, as requested.
   d. Perform geotechnical soil borings as needed.
   e. Attend meetings as necessary with MPRB project manager
   f. Provide for Bidding Alternates in CD/Bidding Documents as necessary to provide bidding flexibility. Consult with MPRB in the development of Alternates.
   g. Respond to comments from MPRB on Concept Design.
   h. Submittal of 60% CD documents (Drawings and Specifications) and corresponding detailed estimates for the cost of construction. Designs shall fit in the project budget. (Electronic PDF).
   i. MPRB will provide template Div. 00/01 for consultant for editing.
   j. Work outside the play container will be bid as a Lump Sum contract with alternates and possibly unit prices.
5. Construction Documents (may be broken down into smaller task requests)
   i. Provide for all design services needed to provide a complete set of Construction Documents.
      a. Submittal of 90% and 100% CD documents (Drawings and Specifications) and corresponding detailed estimates for the cost of construction. Designs shall fit in the project budget. (Electronic PDF).
      b. Conduct 90% page turn review meeting with MPRB.
      c. Pick up all changes to the Documents submitted and approved by MPRB Project Manager.
      d. Conduct Final PDR Review and Permitting at 90% CD’s.
      e. AutoCAD site drawing files must be projected using the Hennepin County coordinate system.
      f. AutoCAD files must conform to the US National CAD Standard (generally) unless otherwise agreed upon.
      g. Drawings must conform to and be constructible to all laws, codes, ordinances, and regulations.
      h. Designs must not void manufacturer or product warranties, unless specifically approved in writing by the project manager.
      i. A minimum 20-year design life for new or updated elements and their function must be provided for and incorporated into the design and documents for construction.

6. Bidding through Construction Completion - to include Construction Administration (may be broken down into smaller task requests)
   General Requirements:
   a. Provide for regular and open communication about construction progress, work conformance to the documents, and propose solutions when appropriate.
   b. Work closely with MPRB and the Contractor to facilitate the orderly progress and timely completion of the project.
   c. Bidding Phase Services
      o Respond to questions from bidders.
      o Generate addenda to correct errors and omissions or other issues with the documents, or in response to bidders’ questions.
      o Review bids and make a bid recommendation (formal memo) to the Project Manager. Bid recommendations must comply with Municipal Contracting Law and City of Minneapolis Procurement policies.
   d. Construction Phase Services (may be broken down into smaller task requests)
      o Review submittals within one week of Contractor’s submission.
      o Provide all services as described in AIA A201 General Conditions attributable to the Architect and Initial Decision Maker.
      o Perform regular evaluations of the work for conformance to the documents (minimum weekly during active construction).
      o Conduct a preconstruction meeting(s) in accordance with MN Statute 216D.04.
      o Review certificates for payment from contractor for accuracy, legality, and certify certificates of payment.
o Coordinate changes in the work, provide responses for requests for information from Contractor or at Owner’s request.
o Attend construction meetings and perform project completion review. Generate incomplete work task items for Contractor’s punch list. Certify Substantial Completion when work meets the requirements in the documents for Substantial Completion.
o Provide record as-built drawings for all issued sheets as follows: electronic AutoCAD files (one per sheet), and a full-size electronic PDF set.
o Consultant will also supply to the MPRB one indexed electronic PDF copy of the specifications and all approved submittals.
o Respond promptly to emails and questions from the Contractor and Owner.
o Be present at permit inspections.

7. Miscellaneous Tasks (may be broken down into smaller task requests)
   a. Scoping Assistance for Task Orders.
      o Assist MPRB in developing the scope of work for a subsequent task order by assessing project MPRB and best practices, value engineering generating alternatives, and/or making recommendations.
      o Work Plan and Schedule: Develop a detailed work plan and schedule of activities showing conformance to the work requirements and time constraints imposed by the task order; and obtain MPRB’s approval of said work plan prior to commencing work.
   b. Unless otherwise approved by MPRB, the Consultant shall not be compensated for more than one mobilization per task.
   c. Traffic Control.
      o Provide traffic control and utilize traffic control devices in conformance with the MUTCD, and [if applicable, the State supplement thereto adopted pursuant to State Statute].
      o Traffic Control shall be directed by a worksite traffic supervisor certified by the American Traffic Safety Services Association (ATSSA), or the [State] Contractors Association (CCA).
      o The Consultant’s Traffic Control Plan (TCP) and Method(s) of Handling Traffic (MHT(s)) shall be subject to acceptance by MPRB prior to commencing work.
   d. Permits and Rights of Entry.
      o Obtain all necessary permits from local jurisdictions to allow the Consultant to work within public rights of way.
      o If work must be performed on private property, the Consultant shall obtain written permission from the property owner for the Consultant and MPRB to enter the premises, including names and telephone numbers of contact persons should notification prior to entry be necessary.
   e. Confined Space Procedures.
      i. Whenever the work requires the entry of personnel into confined spaces (including but not limited to manholes, vaults, and pipes), comply with applicable OSHA (Occupational Safety and Health Administration, U.S. Department of Labor) procedures and requirements.
      ii. Obtain an MPRB Confined Space Permit prior to entering confined spaces.
f. Perform other duties, if requested, related to the Project within the expertise of the Consultant’s Team.

Part 3 - Request for Qualifications Submittal Requirements and Process

A. Submit one electronic copy in pdf format via email. Proposals should be no larger than 20 pages (8 ½” x 11”) of content. Each page of content is considered 1 page. No fee may be charged to MPRB for providing a proposal, nor will any reimbursement be made for preparation and submission of a Qualification Proposal Document. It is not the MPRB’s responsibility or practice to acknowledge receipt of any submission as a result of the RFQ process. It is the Proposer’s responsibility to assure that a qualification proposal is received in a timely manner and is responsive to any RFQ Addendums provided.

B. Content – Proposal Shall Include:
   - Project Delivery Team: List/Org chart of all firms involved identifying lead firm and lead project manager.
   - Identify the day-to-day project manager for the lead design firm and for each discipline identified.
   - Qualifications of team members
   - Built project examples including references and year built
   - An example of a concept designs

C. Other relevant information
   - Responses should not include:
     - Entire Resumes
     - Project examples that were not built

D. Contract
   The MPRB is providing is standard contract documents for the convenience of the responder. The contract requirements are contained in Attachment D, the AIA B101 contract. The agreement MAY NOT be changed in any way without MPRB Board approval. Substitute the term the lead Consultant’s professional area of practice, in lieu of Architect, when interpreting the draft B101. The project specific iteration for signature will define that.

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

F. Personnel
   The Consultant will secure all personnel required to perform the services. Such personnel shall not be employees of or have any contractual relationship with the MPRB.
G. MPRB Responsibilities
The MPRB will provide the selected consultant with other pertinent background documentation in its possession.
The MPRB will be responsible for coordinating communications to the public and with other agencies and/or MPRB staff.

H. MPRB’s Rights
The MPRB reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposal on the basis of consideration other than lowest cost and to negotiate specific work elements with a respondent into a project of lesser or greater scope than described in the Request for Qualifications, or the respondent’s reply. The MPRB also reserves the right to cancel the Consultant contract without penalty, if circumstances arise that prevent the MPRB from completing the project.

I. Selection Procedure
1. Responses to this Request for Qualifications will be reviewed by, at a minimum, the following representatives of the MPRB using the scoring matrix below.
   a. Julia Roessler, Project Manager, Design and Project Management
   b. MPRB Cliff Swenson, Director, Design and Project Management
   c. Another representative within the MPRB Design and Project Management Division yet to be identified.

<table>
<thead>
<tr>
<th>Required Elements</th>
<th>Possible Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant Project Experience</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Ability to Meet Schedule</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Qualified Project Lead (PE)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Project Team (Experience and Appropriate)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Project Understanding</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Demonstrates willingness to Perform all Professional Services Described in the RFQ</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Qualified to Perform all Professional Services Described in the RFQ</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

2. A subsequent Scope of Services Proposal, Fee Schedule, and other documents or information may be requested from the top 3-5 Responders.
3. Should it be determined after a detailed review of responses that interviews are necessary to determine the best qualified Consultant Team, the MPRB will organize interviews as follows:
   a. The Consultant Teams selected for an interview will be notified not less than six calendar days prior to the date scheduled for the interview;
b. Participation in the interview will be limited to four members of the Consultant Team, and must include the Project Lead, Construction Lead, and if requested a representative of the Consultant Team;
c. The interview format will be provided to those selected for interviews at the time of notification. The 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 prospective Consultant Teams at any time up to the start of the interview. It is intended that the same individuals identified as reviewers in the Evaluation of Responses will conduct the interviews. The interview panel may be modified based on review of the responses received.
d. In the event interviews are conducted, MPRB will select from the interviewed qualified Consultants after interviews are complete.

J. Disqualification and Rejection: From the date of issuance of the RFQ until the Project Manager takes final action, the Responder must not discuss the proposal or any part thereof with any employee, agent, or representative of the MPRB except as expressly requested by the Project Manager in writing and as stipulated in this RFQ. The Responder, and its agents, representatives, and team members also must not discuss this project with any bidders or contractors at any time until MPRB has made a bid award. Violation of this restriction will result in disqualification and rejection of the Responder’s proposal.

K. Investigation of Responses as part of its evaluation process, the Project Manager or the Board may make investigations to determine the ability of the Responder to perform under this RFQ, the qualifications of personnel, and may review references, conduct interviews, and review completed work. The MPRB reserves the right to REJECT any proposal if the Responder fails to satisfy that it is properly qualified, unwilling, or not able to carry out the obligations under this RFQ, or if the Response does not provide accurate information.

Part 4 – Contractual Obligations and Additional Information

A. Independent Parties
   Except as expressly provided otherwise in the contract resulting from this RFQ, if any, the Board and the Responder shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other. Severability If any provision of the contract resulting from this RFQ, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

B. Notices
   All notices and other matters pertaining to the contract resulting from this RFQ, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address set forth on this RFQ.
C. Conflicts of Interest
The Responder agrees that no member of the governing body, officer, employee or agent of the Board shall have any interest, financial or otherwise, direct or indirect, in the contract.

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

E. Covenant Against Contingency Fees
The Responder also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFQ or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Responder's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the Board to be maintained by the Responder for the purpose of securing business for Responder. In the event of the Responder’s breach or violation of this warranty, the Board shall, subject to Responder's rights, have the right, at its option, to annul any contract resulting from this RFQ without liability, to deduct from the charges otherwise payable by the Board under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the Board under such contract, at law or in equity. Violation of either of the above sections by Responder shall be considered breach of contract and grounds for cancellation of the contract. Such cancellation shall not limit other contractual remedies against the Responder provided in the contract, or in law, or in equity.

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

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

H. Entire Agreement
The Responder’s written submission, and subsequent Scope of Services and Fee Schedule in response to this RFQ, shall be considered the Responder’s formal offer. The content of the RFQ, the Responder’s response to the RFQ, and subsequent Scope of Services and Fee Schedule, if accepted by the MPRB, and the resulting contract, if any, shall be the entire agreement between the successful Responder and the Board. It is understood and agreed that nothing herein or in the resulting contract is intended or should be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or in any manner whatsoever. The Responder, if any, is, and shall remain, an independent Responder operating in accord with the terms and conditions of the rights granted as a result of this RFQ.

Part 5 – Attachments to this RFQ

A. Attachment A: Draft AIA B101 Contract
B. Tentative Project Schedule
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.
Standard Form of Agreement Between Owner and Architect

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

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

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

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

The Owner and Architect agree as follows.
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:
.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

(Paragraphs deleted)

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

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

(Paragraphs deleted)

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

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

(Paragraphs deleted)

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

(Paragraphs deleted)

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

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)

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

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

(Paragraph deleted)

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

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§ 2.5.2 Automobile Liability covering vehicles owned, non-owned and hired vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

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

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, including contract 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 polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

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

§ 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.
§ 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 size 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 affecting 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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*(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 I, 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:

- 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 errors, omissions or inconsistencies in the Architect’s Instruments of Service.

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established.
pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under 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 Owner and Architect 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.

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

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

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

§ 8.3.4 Consolidation or Joinder
(Paragraphs deleted)

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION
(Paragraphs deleted)
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS
(Paragraphs deleted)
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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

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

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

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

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

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

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

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

§ 10.11 Architect agrees that the Owner, the Minnesota State Auditor or any of their respective duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, except 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
(Describe the method of compensation)

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

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

As agreed upon by the Owner and Architect in writing

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

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

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

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

(Paragraphs deleted)

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

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
3. Exhibits:
   (Check the appropriate box for any exhibits incorporated into this Agreement.)

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

   [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 

Approved as to form 

Attorney for Owner: 

(Signature) 

(Printed Name) 

(Table deleted) 

(Paragraphs deleted) 

**ARCHITECT** (Signature) 

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

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

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

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

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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

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

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

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

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User Notes: (2016522960)
§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:
    1. Design phase milestone dates, if any:
    2. Construction commencement date:
    3. Substantial Completion date or dates:
    4. Other milestone dates:

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

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

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

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

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

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)
§ 1.1.4 The Owner's anticipated design and construction milestone dates:

1. Design phase milestone dates, if any:

2. Construction commencement date:

3. Substantial Completion date or dates:

4. Other milestone dates:

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

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

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)
services related to the Owner’s Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

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

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

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

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

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

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

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

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

   2. Mechanical Engineer:

   3. Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
§ 1.11 Consultants retained under Basic Services to include, but not limited to:

1. Structural Engineer;

2. Mechanical Engineer;

3. Electrical Engineer;

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

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

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

§ 1.11.2 Consultants retained under Supplemental Services:

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

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

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

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than—$( )—for each occurrence and—$( )—in the aggregate for bodily injury and property damage.

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

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

§ 2.5.4 Workers’ Compensation at statutory limits.

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

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

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

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

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

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

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

§ 2.6.7 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.

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

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

§ 2.5.2 Automobile Liability covering vehicles owned, non-owned and hired vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000.00 ) per occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

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

25.6 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 $(2,000,000.00) 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.

25.7 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.

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

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

3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

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

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

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

3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary landscape architecture, civil, structural, mechanical, and electrical engineering services.
§ 3.1.1 The Architect shall: manage the Architect’s services; research applicable design criteria: attend and document Project meetings and circulate to the Owner in a timely manner the minutes of such meetings; communicate with members of the Project team, and report progress to the Owner.

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

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

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

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

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

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

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

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

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

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

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

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

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

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

§ 3.4.4 Based on the Owner’s written approval of the Design Development Documents, and on the Owner’s written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents that are sufficient for bidding and construction to the Owner for Owner’s review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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

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

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

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

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

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

...
§ 3.5.3.1 Negotiated Proposals

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

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

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

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

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

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

1. facilitating the distribution of Bidding Documents to prospective bidders by providing Bidding Documents in electronic form to Owner;
2. conducting a pre-bid conference for prospective bidders, as scheduled by Owner; and
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

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

§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority, as determined by the Owner, 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.

§ 3.5.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.5.1.1 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.

§ 3.5.1.2 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 any other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment. The Architect's certification 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.

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

§ 3.6.3.3 The issuance of a Certificate for Payment shall be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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

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

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

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

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

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

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§ 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.
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or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such
requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If
appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the
requests for information.

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

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

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

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Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to
Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval
and execution in accordance with the Contract Documents.

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

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the
requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the
Contractor of Work to be completed or corrected.

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

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

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

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

§ 3.6.8.2 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.

§ 3.6.8.3 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.

§ 3.6.8.4 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.

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

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

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

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</table>
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$ 4.1.12 Detailed cost estimating beyond that required in Section 6.3
$ 4.1.13 On-site project representation
$ 4.1.14 Conformed documents for construction
$ 4.1.15 As-designed record drawings
$ 4.1.16 As-constructed record drawings
$ 4.1.17 Post-occupancy evaluation
$ 4.1.18 Facility support services
$ 4.1.19 Tenant-related services
$ 4.1.20 Architect's coordination of the Owner's consultants
$ 4.1.21 Telecommunications/data design
$ 4.1.22 Security evaluation and planning
$ 4.1.23 Commissioning
$ 4.1.24 Sustainable Project Services pursuant to Section 4.1.3
$ 4.1.25 Fast-track design services
$ 4.1.26 Multiple bid packages
$ 4.1.27 Historic preservation
$ 4.1.28 Furniture, furnishings, and equipment design
$ 4.1.29 Other services provided by specialty Consultants
$ 4.1.30 Other Supplemental Services

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document G202 and 2017 Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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

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User Notes: 2016522980
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(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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

...

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:
  .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery methods;
  .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
  .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other owner-authorized recipients;
  .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  .9 Evaluation of the qualifications of entities providing bids or proposals;
  .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
  .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice:
  .1 Reviewing a Contractor’s submittals out of sequence from the submittal schedule approved by the Architect;
  .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
  .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
  .4 Evaluating an extensive number of claims as the Initial Decision Maker; or,
Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to
Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional
Services. When the limits below are reached, the Architect shall notify the Owner:
1. ( ) reviews of each Shop Drawing, Product Data Item, sample and similar submittals of the
Contractor
2. ( ) visits to the site by the Architect during construction
3. ( ) inspections for any portion of the Work to determine whether such portion of the Work is
substantially complete in accordance with the requirements of the Contract Documents
4. ( ) inspections for any portion of the Work to determine final completion.

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

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

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner
with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not
proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by
the Owner, or a material change in the Project including size, quality, complexity, the Owner's
schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or
editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations
of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the
applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)
contrary to requirements of the Instruments of Service when those Instruments of Service were
prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of
performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the
Architect is party thereto.

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

§ 4.2.3 The Architect shall provide Construction Phase Services within the limits set forth below. When the limits
below are reached, the Architect shall notify the Owner, and receive written notice from the Owner to proceed:
1. Two (2) reviews of each Shop Drawing, Product Data Item, sample and similar submittals of the
Contractor
2. Weekly visits to the site by the Architect during construction
3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is
substantially complete in accordance with the requirements of the Contract Documents
4. Two (2) inspections for any portion of the Work to determine final completion.
§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing value, percolation tests, evaluations of hazardous materials, seismc evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

§ 5.7 If the Owner identifies a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E201™ - 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 establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Services.

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

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

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

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information to the Owner as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

§ 6.4 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 5.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

§ 6.6 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5(1).
4. In consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

5. Implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions, the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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

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

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

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

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

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

1. Give written approval of an increase in the budget for the Cost of the Work;
2. Authorize rebidding or renegotiating the Project within a reasonable time;
3. Terminate in accordance with Section 9.5;
4. In consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. Implement any other mutually acceptable alternative.
§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 7.4 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 Owner shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's
consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

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§ 8.4.1 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 8.4.1.

§ 8.4.2 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.

§ 8.4.3 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.

§ 8.4.1 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 8.4.1.

§ 8.4.2 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.

§ 8.4.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

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

(Check the appropriate box.)

[ ] — Arbitration pursuant to Section 8.3 of this Agreement

[ ] —Litigation in a court of competent jurisdiction

[ ] — Other: (Specify)

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

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

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

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

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

[ ] Arbitration pursuant to Section 8.3 of this Agreement
[X ] Litigation in a court of competent jurisdiction
[ ] Other: (Specify)

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

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

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

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

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

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

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

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

§ 8.3.4 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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

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

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

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

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

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.8, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.
§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Setting forth the amount of any termination or licensing fee, or the method for determining any termination or licensing fee)

.1 Termination Fee:

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

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

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

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

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

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

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

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

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

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201 – 2017, General Conditions of the Contract for Construction.
§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials after completion of the Project. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

§ 10.11 Architect agrees that the Owner, the Minnesota State Auditor or any of their respective duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, except and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement. Architect shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.
§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. Stipulated Sum  
   (Insert amount)

2. Percentage Basis  
   (Insert percentage value)
   (   )% of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3. Other  
   (Describe the method of compensation)

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

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

As agreed upon by the Owner and Architect in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:  
(Insert amount of, or basis for computing Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

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

Total Basic Compensation: one hundred percent (100%)

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

4. Stipulated Sum  
   (Insert amount)
2. Percentage Basis
   (Insert percentage value)

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

3. Other
   (Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.4 and for any Sustainability Services
required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
   (Insert amount of or basis for compensation. If necessary, list specific services to which particular methods of
   compensation apply.)

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

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

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

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

See Exhibit A, Hourly Billing Rates

<table>
<thead>
<tr>
<th>Schematic Design Phase</th>
<th>percent – ( )</th>
<th>%</th>
</tr>
</thead>
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<tr>
<td>Design-Development Phase</td>
<td>percent – ( )</td>
<td>%</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>percent – ( )</td>
<td>%</td>
</tr>
<tr>
<td>Phase</td>
<td>percent – ( )</td>
<td>%</td>
</tr>
<tr>
<td>Procurement Phase</td>
<td>percent – ( )</td>
<td>%</td>
</tr>
<tr>
<td>Construction-Phase</td>
<td>percent – ( )</td>
<td>%</td>
</tr>
<tr>
<td>Total Basic Compensation</td>
<td>one hundred percent – ( )</td>
<td>100</td>
</tr>
</tbody>
</table>

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

§ 11.6.4 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not
constructed, compensation for those portions of the Project shall be payable to the extent services are performed on
those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services
performed whether or not the Construction Phase is commenced.

§ 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.)

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate ($0.00)</th>
</tr>
</thead>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
2. AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
   (Insert the date of the E203-2013 incorporated into this agreement.)

3. Exhibits:
   (Check the appropriate box for any exhibits incorporated into this Agreement.)
   [ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
   (Insert the date of the E204-2017 incorporated into this agreement.)

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

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)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

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

(Signed)

>Title

(Dated)
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<tr>
<th>Date Commencing</th>
<th>Completion Date</th>
<th>Description of Services</th>
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<td>Phase 1 - Community Identifies Priorities - Community Engagement for Linden Hills Play Area Improvements</td>
<td>MPRB</td>
<td>This may be a two part engagement process and project, due to a pending Master Plan. Phase 1 may include only play area improvements, Phase 2 may include other improvements.</td>
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<td>3/15/2020</td>
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<td>Surveying and related deliverables to include topographic, planimetric, and utility survey - Armatage and Marcy</td>
<td>Consultant Team</td>
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<td>3/15/2020</td>
<td>4/15/2020</td>
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<td>4/22/2020</td>
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<td>Final Documents/Contracting for Playground Only - Linden Hills</td>
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<td>Request MPRB Board Approval on Concept Design - Armatage and Marcy</td>
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<td>6/15/2021</td>
<td>Other Services Related to Linden Hills (Additional Design, Investigation, Remediation Oversight, etc...)*</td>
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1 of 3
<table>
<thead>
<tr>
<th>Date</th>
<th>End Date</th>
<th>Description</th>
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<tr>
<td>4/1/2020</td>
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<td>Phase 1 - Community Identifies Priorities - Community Engagement for Marcy and Armatage Play Area and Site Improvements</td>
<td>MPRB</td>
<td>This may be a two part engagement process and project at Armatage Park due to a pending Master Plan. Phase 1 may include only play area improvements, Phase 2 may include other improvements.</td>
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<td>6/1/2020</td>
<td>7/1/2020</td>
<td>Estimating and Concept Design for Marcy and Armatage Play Area and Site Improvements - Play Equipment Related</td>
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<td>Request MPRB Board Approval on Concept Design - Armatage and Marcy</td>
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<td>6/1/2021</td>
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<td>Date</td>
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<td>Contractor</td>
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<td>8/1/2021</td>
<td>Construction Administration / Observation for Marcy and Armatage*</td>
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*Note: If services are required*