



Request for Proposal

Community Engagement, Design, Construction Document and Administrative Services for Lake Harriet Parkway and William Berry Parkway Intersection Improvements

Issued by the Minneapolis Park and Recreation Board

State Aid Project Number for Design: TBD

State Aid Project Number for Construction: TBD

RFP Release date:

January 6, 2026

Proposal due:

January 28, 2026, 3:00 pm Central Time

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Community Engagement, Design, Construction Document and Administrative Services for Lake Harriet Parkway and William Berry Parkway Intersection Improvements

PART 1 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL

This Request for Proposal is intended to solicit responses from qualified consultants or consultant teams for:

- Effectively supporting a community engagement process to inform community about the proposed intersection improvements, see Attachment B for Community Engagement Assessment.
- Preparing preliminary designs, graphic visuals, and other necessary materials during the early design and community engagement phases.
- Effectively evaluating and analyzing up to three proposed intersection improvement design for pedestrians, bicycles and automobiles to identify which improvements should be implemented, which would include detailed cost estimating.
- Possessing the ability to develop project designs which are not only safe but meet required intent, based on all regulatory agency standards.
- Preparing construction plans and specifications for intersection improvements.
- Assisting MPRB staff in discussions and design reviews with any partnering or regulatory agencies related to design and permitting, including the City of Minneapolis Capital Planning Task Force (CPTF) review process and the Minneapolis Bicycle and Pedestrian Advisory Committees. Consultant attendance will not be required at the BAC or PAC meetings. It is anticipated that the CPTF review process will be expedited given the scale of the project.
- Performing construction administration services throughout the duration of the project to ensure compliance with contract documents, schedule and ensuring complete project closeout.

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

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

This Request for Proposal is open to any qualified parties.

A final Scope of Work and a negotiated lump sum fee for services will be negotiated with the successful responder, though portions of these are due within the Proposal.

1.2 CONTACT INFORMATION

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

Daniel Elias, Design Project Manager
delias@minneapolisparcs.org

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

Questions or requests for clarification must be received by the date indicated in Section 1.3 and responses will be provided to all known proposers via email or uploaded to the MPRB's website under [MPRB Business Opportunities](#), by the date indicated in Section 1.3.

1.3 REQUEST FOR PROPOSAL SCHEDULE

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

- Release of Request for Proposal Jan 6, 2026
- Questions or requests for clarifications due Jan 15, 2026
- Last addenda posted, including MPRB responses Jan 21, 2026
- **Proposal due** 3:00 pm Jan 28, 2026
- Anticipated firm selection date Feb 9, 2026

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

PART 2 PROJECT INFORMATION

2.1 BACKGROUND

The Minneapolis Park and Recreation Board (MPRB) adopted the Bde Maka Ska-Lake Harriet Long-Range Vision Plan in 2019, providing a long-term vision for improvements to park facilities, recreation, landscape, trails, and shorelines. The process for developing the Bde Maka Ska-Lake Harriet Long Range Plan was guided by extensive public engagement.

The Bde Maka Ska-Lake Harriet Long-Range Vision Plan can be found on the Minneapolis Park and Recreation Boards website under Park Care & Improvements, Park Projects, Long-Range Vision Plans. Attachment C includes the Focus Area graphic related to this intersection.

Project funding in the amount of \$1,000,000 is available from the State of Minnesota through the 2024 Local Road Improvement Legislative Earmark provided in Chapter 127, Article 1, Section 2, Subdivision 4. This project will seek to implement improved pedestrian, bicycle and automobile circulation at the intersection of Lake Harriet Parkway and William Berry Parkway as recommended by the long-range plan.

In the late Fall of 2026, the City of Minneapolis will be completing a resurfacing of Lake Harriet Parkway around the Bandshell area. The construction limits of this Intersection Improvements project are intended to connect to this City of Minneapolis-led resurfacings work and connect to the limits of the rehab work on William Berry Parkway, completed in 2024.

The schedule for construction is also intended to align with this City of Minneapolis work to limit disruption to this part of the park system.

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The MPRB follows a policy that requires engagement of interested parties and the community for every project. MPRB staff will coordinate the engagement process and facilitate required community engagement meetings with support of the consultant and/or consultant team. The consultant(s) are expected to support MPRB staff with community engagement by preparing documents (drawings, illustrations, and other graphics), assisting with surveys, and analyzing results of engagement. Attendance at the Minneapolis CPTF meeting will be required. No other non-MPRB meetings are anticipated.

2.2 GENERAL SCOPE OF WORK

The MPRB is soliciting Proposal with the intention of entering into a contract for services to include preliminary design, final design and construction administration for the Lake Harriet Parkway and William Berry Parkway Intersection Improvements project.

The Consultant team will be responsible to assist in securing approvals and permits that may be required to advance this project.

The MPRB requires the services of a consultant team qualified to design a buildable project, providing detailed construction estimates along the way during various phases of design. It will be important that the development of a design of intersection improvements be achieved within the project budget.

The Consultant Team, at a minimum, is expected to:

- Provide licensed professionals in the State of Minnesota for all required design disciplines.
- Develop conceptual designs.
- Have extensive experience in the development of intersection design projects as well as a firm understanding of regulatory trail design standards and code requirements.
- Identify and provide supporting materials for any municipal permits and approvals.
- Develop a project timetable associated with typical project stages and noting expected deliverables within each project stage, updating the timetable as necessary.
- Provide incremental estimates of construction costs and prepare recommendations for aligning estimated costs and community input with project budget.
- Effectively develop construction plans and specifications.
- Perform services necessary or intended to deliver a superior design and compelling project.

2.3 PROJECT DEVELOPMENT STAGES

In order to guide the work, the MPRB anticipates deliverables according to logical stages of design and plan development. To align the work with typical project deliverables, the following general thresholds shall be considered by the consultant as part of a Professional Services Agreement:

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Preliminary Design

- The project basis (need, scope, and intent) has been fully articulated.
- Investigations informing project directions and feasibility have been completed or scheduled in concert with other project activities and tasks.
- Key project criteria are defined and documented.
- Major project elements and systems have been defined according to criteria established by the MPRB and the consultant.
- Major project decisions have been made and are demonstrated in initial design drawings.
- Initial estimates of probable cost align with the budget.
- Regulatory compliance has been reviewed such that the project can be reasonably achieved.
- (MPRB-led) Engagement of the public has occurred such that knowledge of the project, its scope, and impacts on the park and neighborhood are understood by members of the public who have chosen to participate.
- Design of major project elements and systems have been completed and the type, size and location of those elements and systems are fixed.
- The relationship of elements and systems of the project can be fully assessed for agreement or conflict.
- Decisions on materials and construction detailing has been established.
- The project's conformance with standards, regulations, and best practices can be determined.
- Methods of perpetuating the completed project can be reasonably assessed relative to cost, operational parameters, constructability, and other factors determined through the design process.
- A project development review commensurate with this stage of design has been completed with a log of issues and comments recorded.
- The project has been presented to and reviewed by the City of Minneapolis Capital Planning Task Force, the Bicycle Advisory Committee, and the Pedestrian Advisory Committee.

Final Design

- Plans and specifications necessary to bid and construct the proposed improvements have been developed.
- Details associated with the construction of elements and systems of the project have been fully developed for compliance with standards, regulations, and best practices.
- Permits have been obtained or all documentation necessary to obtain permits is in place.
- Issues and comments identified during preliminary design review are resolved.
- A final estimate of project construction costs can be reasonably delivered and successfully establishes a project within budget.
- Reviews by MPRB staff has been accomplished with written comments provided to the Consultant.
- The application of signatures or stamps of responsible professionals can be reasonably assumed to be occurring shortly following MPRB staff review.

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2.4 PROJECT OUTCOMES

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

Design-related outcomes

- A design addressing needs and opportunities related to the Long-Range Plan recommendation and community and staff input.
- A design aligning with the funding available for the work and that demonstrates a path to implementation aligned with available funding.
- A design that can be perpetuated with the latest and evolving technologies.
- A design that is efficient and demonstrates ease of operations.
- A design that improves safety for park trail users.

Process-related outcomes

- An inclusive process that respects the MPRB's Community Engagement Policy.
- A process that encourages innovation and invention, particularly relative to sustainability and function.
- Documents and graphics supporting a rich understanding of the design by staff and a community that may not be familiar with design processes.
- A design that can be approved by the MPRB and any jurisdictions with authority over the project.
- A process that keeps MPRB staff assigned to this project at the forefront of interactions with the community.

Community-related outcomes

- A design capable of serving the community well into the future.

2.5 CONTRACTED SERVICES

While the MPRB assumes the above listed tasks as core to the delivery of the project, it also believes that through this solicitation fully qualified design experts will be engaged. MPRB will rely significantly on the qualified expert to deliver a successful project. In that process, outcomes as indicated in Section 2.4 will need to be fully considered by the selected consultant.

It is expected that qualified experts of the following fields will be necessary for the completion of this project:

1. Civil Engineering
2. Landscape Architecture
3. Construction Staking
4. Special Inspections and Material Testing

Design Phase Geotechnical services are not anticipated as the City of Minneapolis has completed testing in this project area.

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2.6 PROJECT SCHEDULE

The MPRB anticipates a process related to the preparation of design and construction documents allowing for construction in 2026. The following generalized schedule is provided as a guide for anticipated work and deliverables:

Project Stage	Timeline
Consultant Selection	February 2026
Project Kick-off	March 2026
Community Engagement	April 2026
Preliminary Design	April – May 2026
Final Design/CDs	June to July 2026
Bidding	August 2026
Construction Begins	October 5, 2026

2.7 PROJECT BUDGET

The MPRB has established a project budget (inclusive of all project costs) at \$1,000,000.00. It may be possible that additional project funding to further construction efforts could be added at a later date but should not be anticipated. As a reference, the budget might generally be directed to the project as follows:

Uses	Est. \$ Amt.
Construction, including contingency	\$780,000
Design and engineering, including construction staking (consulting fees)	\$180,000
Project management, community engagement, administration	\$40,000
TOTAL	\$1,000,000

2.8 SMALL AND UNDERUTILIZED BUSINESS PROGRAM (SUBP)

The City of Minneapolis Department of Civil Rights sets SUBP Goals for consultant and construction projects.

There are no goals (0%) that have been set for this consultant contract.

See Attachment D and E for additional information.

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PART 3 REQUEST FOR PROPOSAL

3.1 RESPONSES, IN GENERAL

A response to this Request for Proposal shall contain information in the order indicated in Section 3.2. Where responses to questions are required, the responder shall prepare a narrative response that may include graphic information, diagrams, or other means of communicating key messages. Standardized or “boilerplate” information, including firm descriptions, personnel resumes, and project narratives shall not be provided as a part of a response.

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

3.2 FORMAT AND CONTENT OF RESPONSES

A response to this request shall be provided in PDF (portable data file) format, delivered digitally as noted in Section 3.6. Responders shall direct particular attention to the order and requirements of information to be included in a response as indicated in the following chart. Each Section listed in the chart below shall be properly identified on the applicable proposal pages.

Section	Description	Requirements
1	Cover letter	<ul style="list-style-type: none"> There is no limitation on the content presented as part of this section. Shall be limited to one page.
2	Firm experience	<ul style="list-style-type: none"> The respondent shall provide the following information: <ol style="list-style-type: none"> <i>Description of your team’s prior experience and qualifications associated with trail and intersection design, engineering, and construction administration. Provide 1 project example similar in character.</i> This section shall not contain descriptive information about the consultant or consultant team other than the information requested. This section shall be limited to two pages.
3	Project understanding	<ul style="list-style-type: none"> The respondent shall respond to the following: <ol style="list-style-type: none"> <i>Beyond information contained in this Request for Proposal, describe your understanding of this project.</i> <i>Are there any aspects of this project that you anticipate will be a challenge? How might you approach those challenges?</i> No other information shall be included in this section. This section shall be limited to two pages.

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4	Key Personnel Experience	<ul style="list-style-type: none">• The respondent shall respond to the following:<ol style="list-style-type: none">4) <i>Identify key personnel and their qualifications to perform the work. Include for all personnel their credentials and related certifications to support the qualifications of the firm.</i>5) <i>Are there any roles necessary to perform this work the consultant or consultant team did not include?</i>• No other information shall be included in this section.• This section shall be limited to two pages.
5	Schedule	<ul style="list-style-type: none">• The respondent shall respond to the following:<ol style="list-style-type: none">6) <i>How best do you feel you can deliver this project on schedule?</i>7) <i>Do you have any concerns with the project schedule that has been provided? If so, describe those concerns and what you believe should be done differently to begin construction in October 2026.</i>• No other information shall be included in this section.• This section shall be limited to one page.
6	Consultant Fee	<ul style="list-style-type: none">• The respondent shall provide lump sum fee by project phase based on this Request for Proposal.• No other information shall be included in this section.• This section shall be limited to one page.
7	Review of standard agreement for professional services	<ul style="list-style-type: none">• The respondent shall respond to the following:<ol style="list-style-type: none">8) <i>Are there components of the MPRB's standard agreement for professional services that are not acceptable to the consultant or consultant team (AIA B101 Attached), and what changes does the respondent suggest?</i>• No other information shall be included in this section.• This section shall be limited to two pages.
8	Certification	<ul style="list-style-type: none">• The respondent shall respond to the following:<ol style="list-style-type: none">9) <i>The consultant or consultant team shall provide and agree to the following statement, executed by an individual with authority to represent fully the activities and interests of the responder:</i><p>I hereby certify that I am a duly authorized representative of the company and that the information contained within this response to the Minneapolis Park and Recreation Board's Request for Proposal is current, true and correct</p>

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to the best of my knowledge. I hereby authorize and request any person, agency or firm to furnish any pertinent information requested by MPRB deemed necessary to verify the statements made in this application.

(Signature) (Title) (Date)

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

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

- In the requirements outlined above, the term “page” shall refer to the face of each page, such that one page is equal to one face (side) of a sheet of paper.
- No page shall be larger than 8-1/2 inches by 11 inches.
- No text size shall be smaller than 11-point for any portion of the primary narrative or smaller than 9-point for any other text; and
- No other material or information shall be appended to a response.

3.3 CRITERIA FOR REVIEW OF STATEMENT OF PROPOSAL

1. Qualifications of the Firm (35%)

Firms who have planning, landscape architecture and engineering experience associated with intersection improvements, planning, and engineering similar in context to the MPRB parks and properties.

2. Qualifications of the Project Team (Key Personnel) (35%)

Review will be based on those key personnel experienced, licensed, and qualified for intersection improvements, planning and engineering and familiar with Minneapolis and / or similar contexts to Minneapolis.

3. Experience and knowledge about requirements, standards, guidelines associated with intersection improvements, planning engineering, context and completing projects for government agencies. (30%)

Review of the Proposal will be evaluated based on the firm’s demonstrated knowledge of the project understanding, project requirements, practices and standards associated with trail connectivity within park properties and the challenges identified in Section 3 of the Proposal.

3.4 EVALUATION OF RESPONSES

Responses to this Request for Proposal will be reviewed by, at a minimum, the following representatives of the MPRB:

Daniel Elias
Cliff Swenson
Eric Mitchell

Design Project Manager, MPRB
Director, Design and Project Management, MPRB
Regional Service Area Manager, MPRB

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3.5 QUESTIONS AND CLARIFICATIONS

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

Daniel Elias, delias@minneapolisparks.org

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

3.6 SUBMITTAL OF RESPONSES

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

Daniel Elias, delias@minneapolisparks.org

It will be the responsibility of the consultant to confirm their proposal was received on time. The email subject shall contain LAKE HARRIET PARKWAY & WILLIAM BERRY PARKWAY INTERSECTION IMPROVEMENTS PROPOSAL

PART 4 CONTRACT REQUIREMENTS

- 4.1 Attachment A – AIA Document B101 - *Standard Form of Agreement Between Owner and Architect*

PART 5 SUPPORTING INFORMATION

- 5.1 Attachment B – Draft Community Engagement Plan and Assessment
5.2 Attachment C – Bde Maka Ska-Lake Harriet Long-Range Plan – Focus Area Map
5.3 Attachment D – Notice of Civil Rights Rules and Regulations
5.4 Attachment E – MnUCP SUBP Firms (Applicable Project Scope only)



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes:

(2016622960)



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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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:

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- .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.)

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.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)

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§ 1.1.11.2 Consultants retained under Supplemental Services:

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)

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

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

(Paragraph deleted)

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

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

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

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

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

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

(Paragraphs deleted)

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

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

(Paragraphs deleted)

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

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

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

(Paragraphs deleted)

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

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

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

§ 3.4 Construction Documents Phase Services

(Paragraphs deleted)

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

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

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

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

(Paragraphs deleted)

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

(Paragraphs deleted)

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

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

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

§ 3.6.2 Evaluations of the Work

(Paragraphs deleted)

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

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completed, will be in accordance with the Contract Documents. The Architect shall document these site visits in a Field Report and provide such a report to Owner in a timely manner. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

(Paragraphs deleted)

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

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

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

§ 3.6.4 Submittals

(Paragraphs deleted)

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

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

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

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

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

§ 3.6.5 Changes in the Work
(Paragraphs deleted)

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

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

§ 3.6.6 Project Completion
(Paragraphs deleted)

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

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

(Table deleted)

(Paragraphs deleted)

§ 4.1.2 Description of Supplemental Services

(Paragraphs deleted)

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

(Paragraphs deleted)

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

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

- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

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

(Paragraphs deleted)

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

(Paragraph deleted)

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

(Paragraphs deleted)

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

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

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Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraphs deleted)

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

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

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

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

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

§ 8.2 Mediation

(Paragraphs deleted)

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 8.3 Arbitration

(Paragraphs deleted)

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

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

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

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

§ 8.3.4 Consolidation or Joinder

(Paragraphs deleted)

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other

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(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As agreed upon by the Owner and Architect in writing

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

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

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

(Paragraphs deleted)

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

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

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

See Exhibit A, Hourly Billing Rates

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

(Paragraphs deleted)

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

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

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

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

(Paragraphs deleted)

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

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

.3 Exhibits:

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

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

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

Exhibit A - Hourly Billing Rates

.4 Other documents:

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

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

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

Secretary

Approved as to form
Attorney for Owner:

(Signature)

(Printed Name)

(Table deleted)
(Paragraphs deleted)

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AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

ADDITIONS AND DELETIONS:

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

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

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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.

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

...

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

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

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

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

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

.1 — Design phase milestone dates, if any:

.2 — Construction commencement date:

.3 — Substantial Completion date or dates:

_____ .4 — Other milestone dates:

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

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

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

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

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

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

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

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

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

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

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

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

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

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

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

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

~~.1~~ — Geotechnical Engineer:

~~.2~~ — Civil Engineer:

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

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

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

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

.1 Geotechnical Engineer:

.3 Other, if any:

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

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

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

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

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

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

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

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

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

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

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

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

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

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

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

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

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

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

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

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

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

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

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

shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, including contractual liability coverage, with policy limits of not less than One Million, Five Hundred Thousand Dollars (\$ \$1,500,00.00) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate. Architect shall maintain this coverage in effect during the term of this Agreement and for two (2) years after the date of Substantial Completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...

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

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

- ~~.1 — facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~.2 — organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~.3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
- ~~.4 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

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

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

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

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

...

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

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

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

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or

procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

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

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

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

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

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...

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

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

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

- .1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- .3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or;

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

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

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

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

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

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

- ~~.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;~~
- ~~.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~
- ~~.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~
- ~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~.1 — give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 — authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~.3 — terminate in accordance with Section 9.5;~~

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(Check the appropriate box.)~~

~~— Arbitration pursuant to Section 8.3 of this Agreement~~

~~— Litigation in a court of competent jurisdiction~~

~~— Other: (Specify)~~

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

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

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

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

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

dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1—Termination Fee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

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

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

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

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

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

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

As agreed upon by the Owner and Architect in writing.

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

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

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

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

.1 Stipulated Sum
(Insert amount)

~~2~~ Percentage Basis
(Insert percentage value)

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

~~3~~ Other
(Describe the method of compensation)

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

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

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

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

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

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

See Exhibit A, Hourly Billing Rates

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

~~§ 11.6~~ When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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User Notes:

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

~~§ 11.6.1~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category

Rate (\$0.00)

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

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

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

~~§ 11.9 Architect's Insurance.~~ If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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

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

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

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

§ 11.10.1 Initial Payments

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

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

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

—%

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

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

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

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

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

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

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

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

.3 Exhibits:

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

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

[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)*

ARCHITECT *(Signature)*

(Printed name and title)

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



Certification of Document's Authenticity

AIA® Document D401™ – 2003

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

(Signed)

(Title)

(Dated)



Date of Board P&C:

Community Engagement Assessment

Please fill out this form if your project, program, or initiative includes community engagement. All Community Engagement Assessments should be filed as Petitions and Communications with the MPRB Board of Commissioners and submitted to the MPRB Engagement Portal on SharePoint.

Staff Lead: Daniel Elias

Division/Department: Planning Division

Level of Engagement: Inform

Project, Program, or Initiative Name: Lake Harriet Parkway and William Berry Parkway Intersection Improvements

Project Description (100 words recommended): This project will reconstruct the intersection of Lake Harriet Parkway and William Berry Parkway. It is not, nor will it be, a signalized intersection. The goal is to improve bicycle, pedestrian and vehicle circulation and reduce conflicts. This is a technical/safety project.

Review the criteria to determine the level of engagement that your program, project, or initiative falls under. Provide an explanation of how your project meets the criteria in the Justification section below.

Level of Engagement	Inform	Consult	Involve	Partner
Engagement Goal	To provide stakeholders with factual, accessible, balanced, and timely information to help them understand the project, program, or initiative.	To obtain stakeholder feedback on project, initiative, or program analysis, alternatives, or decisions.	To work directly with stakeholders throughout the process to ensure that perspectives are consistently understood, considered, and reflected in project, program, or initiative decisions.	To partner with stakeholders in each aspect of decision making in order to develop and implement collaborative project, program, or initiative solutions.
Criteria to Determine Level of Engagement (Which level of engagement best describes your project?)	<ul style="list-style-type: none"> This is a decision that should be based on technical, operational, or safety constraints only. This is a project, program, or initiative that does not result in a change in the type, location, or extent of the current facility or service. 	<ul style="list-style-type: none"> This project takes place in a park that has been master planned. This a new city-wide initiative or program. This is a new public policy or public policy update. The outcome is likely to change based on community input. 	<ul style="list-style-type: none"> This project requires a CAC. This project does not have other policy guidance such as an existing master plan or public policy. 	<ul style="list-style-type: none"> This program, project, or initiative is being developed in partnership with another agency or organization.
MPRB Promise	MPRB will keep you informed.	MPRB will keep you informed, listen to and acknowledge feedback, work to integrate stakeholder feedback into the alternatives, and provide feedback on how public input influenced the decision.	We will work with stakeholders for advice and innovation in formulating solutions and to incorporate recommendations to the extent possible.	The MPRB and partner entity will be accountable to their roles as negotiated in the partnership and regularly evaluate overall success of the partnership.
Examples of project types	Repaving a parking lot, cutting down a tree, beach or swimming pool closures, ADA improvements, rehab	Approved master plan design implementation, city or service area wide program development, public policy development, Participatory Project Scoping	Master plans, any process that includes a formal public body making recommendations.	Jointly owned and/or operated facilities, co-creation, public/private partnership, community led projects.

This engagement grid was adapted from the IAP2 International Federation 2014 Public Participation Spectrum.

Justification (100 words recommended):

This project is technical in nature and guided by transportation rules and regulations that will be focused on circulation and safety. This improvement is based on an approved long-range plan and there are limited to no variables that require community feedback for implementation.

For projects, programs, or initiatives that fall under the Inform category of engagement: what are your planned methods for informing the public?

MPRB staff are committed to posting on a project website, GovDelivery email blasts, working with the City of Minneapolis Capital Planning Task Force, the Bicycle Advisory Committee, the Pedestrian Advisory Committee and the local neighborhood organization.

S CALHOUN/BDE MAKA SKA AND WILLIAM BERRY FOCUS AREA



SC
Recommendations:

1. In collaboration with the Native American community, descendants of Mahpiya Wicasta/Chief Cloudman and other interested participants, create a gathering place/interpretive area along the south and southeast shores of Bde Maka Ska to commemorate Cloudman Village and honor the broader history and culture of the Dakota and other indigenous peoples who frequented and/or resided in this area.
2. Prioritize at-grade pedestrian and bicycle circulation at the intersection of Richfield Road and Calhoun/William Berry Parkway. Explore a "Barnes Dance" solution in collaboration with the City of Minneapolis.
3. Replace and enlarge the maintenance facility and screen related outdoor storage. Consider a multi-functional facility that can serve other park uses (such as restrooms).
4. Add a bicycle trail in the eastern part of William Berry that provides a two-way connection to 36th Street.
5. Consider the possibility of adding a trolley stop.
6. Improve drainage and create more usable turf for recreational areas and features, restoring the remainder of the site to wetlands and native plant communities.
7. Add picnic facilities and related bay parking along the parkways.
8. Adjust the location and upgrade the archery range with target challenges and ADA access.
9. Provide a medicine garden of historic plants used by the Dakota at the SE corner of Lake Calhoun or near the existing archery range.
10. Improve crosswalks for all visitors at William Berry Parkway, 39th Street (west side of William Berry Woods), Richfield Road, and East Calhoun Parkway.

Notice of Civil Rights Rules and Regulations

This notice advises City of Minneapolis contractors of their commitments under Minneapolis Code of Ordinances section 139.50. All contractors must comply with all provisions of Minneapolis Code of Ordinances Title 7 and with all rules and regulations issued by the Minneapolis Department of Civil Rights (“MDCR”) director. Contractors will be subject to a pre-award compliance review. Failure to cooperate may result in denial of contract award.

1. **Non-Discrimination:**¹ The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (over the age of 18), marital status, familial status, or status with regard to a public assistance program. The contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include but are not limited to the following: Hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. **Equal Employment Opportunity/Affirmative Action Employer:** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity or affirmative action employer.
3. **Affirmative Action Plan:** The contractor must have an Affirmative Action Plan approved by MDCR before it may enter into a contract over \$100,000 with the City.
4. **Small and Underutilized Business Program (SUBP):** When applicable, the contractor must comply with the SUBP program, including, but not limited to, making a good faith effort to meet the Minority-Owned Business Enterprises and Women-Owned Business Enterprises goals established on City construction and development projects.
5. **Employment Goals:**² The contractor should make a good faith effort to meet the City’s aspirational construction workforce goals of **20%** female participation and **32%** minority participation.
6. **Prevailing Wage:**³ When applicable, the contractor must comply with prevailing wage laws on City construction and development projects. For contracts greater than or equal to \$50,000, contractors and subcontractors may be required to submit Certified Payroll Reports, via any software systems specified by MDCR.
7. **HUD Section 3:**⁴ When applicable, the contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Contractors must incorporate the Section 3 Clause into all subcontracts and to the greatest extent feasible, ensure that employment and other economic activities be directed to low income persons.
8. **Posting Requirement:** The contractor must provide this notice to its trade and labor union or representative of workers and must post the notice in conspicuous places available to employees and applicants for employment.
9. **Reporting:** Reporting may be required in accordance with any of the above-mentioned programs via any software systems specified by MDCR.

¹ Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.

² See Request for City Council Committee Action, Adopted September 21, 2017; incorporated into section 139.50 as a rule issued by the MDCR director.

³ See Minneapolis Code of Ordinances section 24.220, CPED Prevailing Wage Policy (adopted by City Council June 8, 2004), and Davis-Bacon and Related Acts; enforcement authority has been delegated to MDCR.

⁴ See 24 CFR Section 135.38; enforcement authority has been delegated to MDCR.

Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy-five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

**CITY OF MINNEAPOLIS
SMALL AND UNDERUTILIZED BUSINESS PROGRAM (SUBP)**

REQUEST FOR SUBP GOALS



INSTRUCTIONS:

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

Project Name:	Lake Harriet Parkway & William Berry Parkway Intersection Improvements		
Duties to be Performed/ Goods to be purchased:	Engineering, Landscape Architecture		
Contract Type: [Over \$175,000]	<input type="checkbox"/> Construction/Development	<input type="checkbox"/> Commodities and Supplies	<input type="checkbox"/> Technical Services
	<input checked="" type="checkbox"/> Professional Services		
CPED Bidding Process¹:	<input type="checkbox"/> Sealed Bids - Developer Solicits General Contractor <input type="checkbox"/> RFQ – Developer Solicits General Contractor <input type="checkbox"/> RFP - General Contractor Solicits Subcontractors <input type="checkbox"/> Cost Reasonableness Study		
City (Event) Bidding (Selection) Process:	<input type="checkbox"/> Public Bid <input type="checkbox"/> Request for Proposals <input type="checkbox"/> PRC Presentation Date (if applicable): _____		
Funding Source(s):	<input type="checkbox"/> Federal	<input checked="" type="checkbox"/> State	<input type="checkbox"/> Local <input type="checkbox"/> Other
Additional Funding Info (grant name, bidding restrictions, etc.)	Funding is a State pass-through funding where the City of Minneapolis is the MPRB fiscal sponsor		
Date Request Submitted:	12/16/2025	Requested Due Date:	1/7/2026
Department Contact:	Daniel Elias, MPRB, Planning		
Contact Phone & Email:	612-499-3011; delias@minneapolisparcs.org		
Estimated Contract Value²:	\$200,000	Estimated Start Date:	3/1/2026
Estimated Contract Start:	3/1/2026	Estimated Length:	18 months

SUBP GOAL DETERMINATION

To be completed by Department of Civil Rights

SUBP Goals:	0%	Combined Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE)
Date Goals Calculated:	12/17/2025	Calculated By:  <small>Signed by: Alexander F. Hessefort 6E86165E2ED94F4...</small>
MBE/WBE List Attached:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Goals Approved By & Date*:	 <small>DocuSigned by: Johnnie Burns A6739591DEB8443</small>	12/17/2025

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

¹ CPED Bidding Requirements state that the developer has the option to either publicly solicit for a general contractor OR their general contractor publicly solicits for their subcontractors or add link to bidding procedures

² For construction projects, only list the total construction cost. This amount should match the total value entered on the Scopes of Services Form.

COMPANY	BUSINESS DESCRIPTION	PHONE	FAX	EMAIL	WEBSITE	NAICS CODE	NAICS TITLE	MBE	WBE	ETHNICITY	GENDER	CERTIFIED AS A CDBE OR SUBP	CERT CODE	CERT CODE DESC
AUNE FERNANDEZ LLC DBA AUNE FERNANDEZ LANDSCAPE ARCHITECTS BLUE WILLOW CONSULTING LLC	LANDSCAPE ARCHITECTURAL SERVICES, DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES. CONSULTING SERVICES FOR COMMUNITY ENGAGEMENT AND INTERPRETIVE PROGRAMS AT NATURAL, CULTURAL, AND HISTORIC SITES. WE PROMOTE EQUITABLE AND INCLUSIVE PLANNING PROCESSES, WORKING COLLABORATIVELY WITH CLIENTS AND COMMUNITIES FROM VISION AND CONCEPT, THROUGH DESIGN AND IMPLEMENTATION. INTERPRETIVE PLANNING, INTERPRETATION, COMMUNITY ENGAGEMENT, EXHIBIT DESIGN, OUTDOOR EXHIBITS	651-341-3611 651-402-0582		CJ@AFLANDARC.COM REGINE@BLUEWILLOWPLANNING.COM	WWW.AFLANDARC.COM	541320 541320	Landscape Architectural Services Landscape Architectural Services	Yes No	No Yes	Hispanic American Caucasian	Male Female	Yes Yes	SUBP SUBP	Small and Underutilized Business Program Small and Underutilized Business Program
C3 DESIGN INC	ARCHITECTURAL CONSULTING SPECIALIZING IN ARCHITECTURAL DESIGN, COMPUTER DESIGN SERVICES & URBAN PLANNING	612-384-0356	612-724-1729	carleton@c3DesignINC.com	www.C3DESIGNINC.com	541320	Landscape Architectural Services	Yes	No	Asian - Pacific American	Male	Yes	SUBP	Small and Underutilized Business Program
C3 DESIGN INC	ARCHITECTURAL CONSULTING SPECIALIZING IN ARCHITECTURAL DESIGN, COMPUTER DESIGN SERVICES & URBAN PLANNING	612-384-0356	612-724-1729	carleton@c3DesignINC.com	www.C3DESIGNINC.com	541320	Landscape Architectural Services	Yes	No	Black American	Male	Yes	SUBP	Small and Underutilized Business Program
CR-BUILDING PERFORMANCE SPECIALISTS INC	AN ARCHITECTURAL BUSINESS COVERING ALL BUILDING PROJECTS, AT ALL SCALES, PROVIDING INTERGRATED SERVICES NEEDED TO CREATE SOCIALLY JUST, CULTURALLY RICH AND ECOLOGICALLY BENIGN SOLUTIONS.	715-894-7121	612-203-3163	CRYKAL@CR-BPS.COM	WWW.CR-BPS.COM	541320	Landscape Architectural Services	No	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
CR-BUILDING PERFORMANCE SPECIALISTS INC	AN ARCHITECTURAL BUSINESS COVERING ALL BUILDING PROJECTS, AT ALL SCALES, PROVIDING INTERGRATED SERVICES NEEDED TO CREATE SOCIALLY JUST, CULTURALLY RICH AND ECOLOGICALLY BENIGN SOLUTIONS.	715-894-7121	612-203-3163	CRYKAL@CR-BPS.COM	WWW.CR-BPS.COM	541320	Landscape Architectural Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
FIREFLIES PLAY ENVIRONMENTS INC	COMPANY SPECIALIZING IN PROJECT MANAGEMENT FOR PLAYGROUNDS; INVOLVED IN THE SALES OF PLAYGROUND EQUIPMENT	612-990-2969		FIREFLIESPLAYENVIRONMENTS@GMAIL.COM	WWW.FIREFLIESPLAY.COM	541320	Landscape Architectural Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
HERITAGE SHADE TREE CONSULTANTS INC	FIRM PROVIDING ARBORIST AND LANDSCAPE CONSULTING SERVICES. TREE INVENTORY, TREE VALUATION, TREE DAMAGE EVALUATION, AND MITIGATION SERVICE	763-717-9366		manuel@heritageshadetree.com	www.heritageshadetree.com	541320	Landscape Architectural Services	Yes	No	Hispanic American	Male	Yes	SUBP	Small and Underutilized Business Program
LAC ENTERPRISES DBA WINDSOR COMPANIES LANDBRIDGE ECOLOGICAL INC DBA WETLAND HABITAT RESTORATIONS	LANDSCAPE ARCHITECTURE LANDSCAPE SERVICE AND MAINTENANCE OFFERS BOTH DESIGN AND INSTALLATION SERVICES IN ECOLOGICAL RESTORATION, AND NATIVE LANDSCAPING. SPECIALIZES IN LAKESHORE, STREAM AND WETLAND RESTORATION. OFFERS CONSULTING SERVICES IN COMMUNITY ENGAGEMENT, EDUCATION, AND PROJECT MANAGEMENT SERVICES IN THE ENVIRONMENTAL DESIGN FIELD, AND IN SUSTAINABILITY CONSULTING.	651-482-0205 612-503-4420	651-482-0607	TERRY@WINDSORCOMPANIES.COM TORY@LANDBRIDGE.ECO	WWW.INFO@WINDSORCOMPANIES.COM WWW.LANDBRIDGE.ECO	541320 541320	Landscape Architectural Services Landscape Architectural Services	Yes No	No Yes	Native American Caucasian	Male Female	Yes Yes	SUBP SUBP	Small and Underutilized Business Program Small and Underutilized Business Program
LANDBRIDGE ECOLOGICAL INC DBA WETLAND HABITAT RESTORATIONS	OFFERS BOTH DESIGN AND INSTALLATION SERVICES IN ECOLOGICAL RESTORATION, AND NATIVE LANDSCAPING. SPECIALIZES IN LAKESHORE, STREAM AND WETLAND RESTORATION. OFFERS CONSULTING SERVICES IN COMMUNITY ENGAGEMENT, EDUCATION, AND PROJECT MANAGEMENT SERVICES IN THE ENVIRONMENTAL DESIGN FIELD, AND IN SUSTAINABILITY CONSULTING.	612-503-4420		TORY@LANDBRIDGE.ECO	WWW.LANDBRIDGE.ECO	541320	Landscape Architectural Services	No	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
MEND COLLABORATIVE INC	A LANDSCAPE ARCHITECTURE, URBAN DESIGN, AND URBAN PLANNING FIRM OF LICENSED LANDSCAPE ARCHITECTS AND URBAN PLANNERS PROVIDING EQUITY FOCUSED PARK MASTER PLANNING, SMALL AREA PLANS, STREETSCAPE, GREEN INFRASTRUCTURE, ECOLOGICAL RESTORATION, COMMUNITY ENGAGEMENT, CONCEPT DESIGN, SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTATION, AND CONSTRUCTION ADMINISTRATION SERVICES.	314-630-0038		SANDY@MENDCOLLABORATIVE.COM	WWW.MENDCOLLABORATIVE.COM	541320	Landscape Architectural Services	No	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
MEND COLLABORATIVE INC	A LANDSCAPE ARCHITECTURE, URBAN DESIGN, AND URBAN PLANNING FIRM OF LICENSED LANDSCAPE ARCHITECTS AND URBAN PLANNERS PROVIDING EQUITY FOCUSED PARK MASTER PLANNING, SMALL AREA PLANS, STREETSCAPE, GREEN INFRASTRUCTURE, ECOLOGICAL RESTORATION, COMMUNITY ENGAGEMENT, CONCEPT DESIGN, SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTATION, AND CONSTRUCTION ADMINISTRATION SERVICES.	314-630-0038		SANDY@MENDCOLLABORATIVE.COM	WWW.MENDCOLLABORATIVE.COM	541320	Landscape Architectural Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
MOBILIZE DESIGN & ARCHITECTURE LLC NEOO DEVELOPMENT LLC	PROVIDES ARCHITECTURAL PLANNING AND DESIGN SERVICES FIRM SPECIALIZING IN REAL ESTATE ADVISORY, PLANNING, AND DEVELOPMENT CONSULTING. FOCUS ON SERVICING SMALL TO MEDIUM SIZED BUSINESSES, ORGANIZATIONS, LOCAL PLANNING UNITS AND INVESTORS.	612-208-0504 612-298-4931	612-465-6542	JFORD@MOBILIZEDESIGN.NET DANGELOS@NEOODPARTNERS.COM	www.mobilizearchitecture.com	541320 541320	Landscape Architectural Services Landscape Architectural Services	Yes Yes	No No	Black American Black American	Male Male	Yes Yes	SUBP SUBP	Small and Underutilized Business Program Small and Underutilized Business Program
PING DESIGN LLC	LANDSCAPING ARCHITECTURE, DESIGN, PARK DESIGN AND OPEN SPACE DESIGN, PLAZA DESIGN, STREET SCAPES DESIGN, PLANTING DESIGN	651-210-1288		WANJING@PING-LA.COM	PING-LA.COM	541320	Landscape Architectural Services	Yes	Yes	Asian - Pacific American	Female	Yes	SUBP	Small and Underutilized Business Program
SQUARE LOOP PLANNING LLC	URBAN PLANNING, COMMUNITY ENGAGEMENT, FACILITY PLANNING, DISTRICT PLANNING, ARTS AND CULTURE, CITY PLANNING CONSULTING, LAND USE AND COMMUNITY PLANNING, PUBLIC PROJECTS, REAL ESTATE CONSULTING.	757-645-5065		ANEESHA@SQUARELOOPPLANNING.COM	WWW.SQUARELOOPPLANNING.COM	541320	Landscape Architectural Services	Yes	Yes	Asian - Subcontinent American	Female	Yes	SUBP	Small and Underutilized Business Program
STUDIO GRO PLLC	STUDIO GRO IS A FULL-SERVICE LANDSCAPE ARCHITECTURE FIRM THAT OFFERS TRADITIONAL DESIGN SERVICES AND SPECIALIZES IN GREEN INFRASTRUCTURE, INNOVATIVE STORM WATER MANAGEMENT, AND SUSTAINABLE DESIGN.	612-642-1382		SARAH@STUDIOGRO.COM	WWW.STUDIOGRO.COM	541320	Landscape Architectural Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
TLALLI COLLABORATIVE LLC	LANDSCAPE ARCHITECTURE, URBAN PLANNING AND URBAN DESIGN PROFESSIONAL FIRM PROVIDING MASTER PLANNING, COMMUNITY ENGAGEMENT, CONCEPT DEVELOPMENT, SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTATION AND CONSTRUCTION ADMINISTRATION SERVICES.	763-433-2264		ANELSON@TLALLICOLLABORATIVE.COM	WWW.TLALLICOLLABORATIVE.COM	541320	Landscape Architectural Services	Yes	Yes	Hispanic American	Female	Yes	SUBP	Small and Underutilized Business Program
TLALLI COLLABORATIVE LLC	LANDSCAPE ARCHITECTURE, URBAN PLANNING AND URBAN DESIGN PROFESSIONAL FIRM PROVIDING MASTER PLANNING, COMMUNITY ENGAGEMENT, CONCEPT DEVELOPMENT, SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTATION AND CONSTRUCTION ADMINISTRATION SERVICES.	763-433-2264		ANELSON@TLALLICOLLABORATIVE.COM	WWW.TLALLICOLLABORATIVE.COM	541320	Landscape Architectural Services	Yes	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
Z COMPANIES INC ZAN ASSOCIATES	DBE FIRM INVOLVED IN CONSULTING FOR TRANSPORTATION, LAND USE AND COMMUNITY PLANNING, PUBLIC INFORMATION SERVICES RELATED TO PUBLIC INFRASTRUCTURE PROJECTS, GRAPHIC DESIGN SERVICES, MARKETING CONSULTING, AND MARKETING VIDEO ANIMATION SERVICES.	612-354-2101		JMICIANO@ZANASSOC.COM	WWW.ZANASSOC.COM	541320	Landscape Architectural Services	Yes	Yes	Asian - Pacific American	Female	Yes	SUBP	Small and Underutilized Business Program
ASSOCIATED CONSULTING SERVICES LLC DBA ACS	TRAFFIC DATA COLLECTION & TRANSPORTATION ANALYTICS, TRANSPORTATION PLANNING, NEPA ENVIRONMENTAL DOCUMENTATION, GIS, TRAFFIC ENGINEERING, TRAVEL DEMAND FORECASTING, FREEWAY SIMULATION MODELING, CORRIDOR TRAFFIC ANALYSIS, TRAFFIC STUDIES, AND ACTIVE WORK ZONE MANAGEMENT.	612-568-3227		ANNA@ACSTEAM.COM	WWW.ACSTEAM.COM	541330	Engineering Services	Yes	Yes	Asian - Pacific American	Female	Yes	SUBP	Small and Underutilized Business Program
BUSSELL COMPANIES INC	ELECTRICAL ENGINEERING DESIGN SERVICES INCLUDING LIGHTING, POWER AND COMMUNICATIONS DESIGN/DRAWINGS, MASTER PLANNING, FACILITY ONE-LINE DIAGRAMS, CAD SERVICES	952-931-2111	952-931-1222	ABUSSELL@BUSSELLCOMPANIES.COM	WWW.BUSSELLCOMPANIES.COM	541330	Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
CBS SQUARED INC CBS SQUARED INC DRB CONSULTING LLC	FIRM PROVIDING CIVIL ENGINEERING, LAND SURVEYING, ARCHITECTURE, AND PLANNING FIRM PROVIDING CIVIL ENGINEERING, LAND SURVEYING, ARCHITECTURE, AND PLANNING PROFESSIONAL ENGINEERING AND CONSULTATION FOR PROJECT MANAGEMENT, PROGRAM MANAGEMENT, PROJECT CONTROLS INCLUDING QUALITY CONTROL, RISK MANAGEMENT, VALUE ANALYSIS, FACILITATION FOR TEAM BUILDING, PROJECT PARTNERING, AND STAKEHOLDER ENGAGEMENT	715-861-5226 715-861-5226 763-257-7872	715-861-5228 715-861-5228	sclafin@cbssquaredinc.com sclafin@cbssquaredinc.com deb.brisk@outlook.com	www.cbssquaredinc.com www.cbssquaredinc.com	541330 541330 541330	Engineering Services Engineering Services Engineering Services	No No No	Yes Yes Yes	Caucasian Caucasian Caucasian	Male Female Female	Yes Yes Yes	SUBP SUBP SUBP	Small and Underutilized Business Program Small and Underutilized Business Program Small and Underutilized Business Program
ELAN DESIGN LAB INC ELFERING & ASSOCIATES PLC ENGINEERING DESIGN & SURVEYING DBA EDS INC	CIVIL ENGINEERING FIRM PROVIDING CONSULTING SERVICES IN SITE DEVELOPMENT. CONSULTING AND CIVIL ENGINEERING CIVIL ENGINEERING AND LAND SURVEYING FIRM PROVIDING CONSULTANT SERVICES IN CIVIL ENGINEERING, SURVEYING, ENGINEERING AND RIGHT-OF-WAY	612-260-7980 763-780-0450 763-545-2800	612-260-7990 763-780-0452 763-545-2801	MWESLOCK@ELANLAB.COM kelfering@elferingeng.com vsivirer@edsnm.com	WWW.ELANLAB.COM www.elferingeng.com www.edsmn.com	541330 541330 541330	Engineering Services Engineering Services Engineering Services	No No Yes	Yes Yes No	Caucasian Caucasian Caucasian	Female Female Male	Yes Yes Yes	SUBP SUBP SUBP	Small and Underutilized Business Program Small and Underutilized Business Program Small and Underutilized Business Program
HFTC INC	SPECIALIZED IN TRANSPORTATION ENGINEERING STUDIES INCLUDING 1) TRANSPORTATION PLANNING/STUDIES FOR REGIONS, SUBAREAS AND CORRIDORS; 2) TRAVEL DEMAND FORECASTS; 3) FREEWAY OPERATIONS STUDIES AND ACCESS MODIFICATION REQUESTS 4) SIGNAL TIMING OPTIMIZATION 5) TRAFFIC IMPACTS	651-398-6157	651-925-0325	XIAO@HFTCINC.COM	WWW.HFTCINC.COM	541330	Engineering Services	Yes	No	Asian - Pacific American	Male	Yes	SUBP	Small and Underutilized Business Program
HZ UNITED LLC	CIVIL ENGINEERING SPECIALIZING IN WATER RESOURCES, ENVIRONMENTAL, EROSION CONTROL, CONSTRUCTION MANAGEMENT, TRAFFIC, AND ROADWAY AND HIGHWAY	763-551-3699	763-390-9270	HUGH.ZENG@HZUNITED.COM	WWW.HZUNITED.COM	541330	Engineering Services	Yes	No	Asian - Pacific American	Male	Yes	SUBP	Small and Underutilized Business Program
IDEATE CONSULTING PLLC	PROVIDE CONSULTING SERVICES FOR INTELLIGENT TRANSPORTATION SYSTEMS. PLANNING, DESIGN, EVALUATION AND CONSTRUCTION INSPECTION OVERNIGHT. CONSULTING SERVICES ON CONNECTED AND AUTOMATED VEHICLES AND ADVANCED MOBILITY.	651-860-9987		JBORGEN@IDEATECONSULTING.COM		541330	Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
IMO CONSULTING GROUP	ENGINEERING, CIVIL, STRUCTURAL, BRIDGES, UTILITIES, STREET DESIGN, CAD, CONSTRUCTION OBSERVATION ARCHITECTURE, EXPANSIONS, REMODELING WATER RESOURCES-STUDIES, PERMITTING, COMPLIANCE, STORM WATER, CONVEYANCE, QUALITY, BMPS, AND PROJECT PHOTOGRAPHY.	952-446-7898		IMARTINEZ@IMOCONSULTINGGROUP.COM	WWW.IMOCONSULTINGGROUP.COM	541330	Engineering Services	Yes	No	Hispanic American	Male	Yes	SUBP	Small and Underutilized Business Program
INGENSA INC	CONSULTING FIRM FOR PROFESSIONAL SERVICES, DEVELOPMENT AND IMPLEMENTATION OF MUNICIPALITY AND PUBLIC SCHOOL FACILITY IMPROVEMENTS AND CONSTRUCTION MANAGEMENT.	952-222-3550	952-222-9980	JCOLEMAN@INGENSAINC.COM	WWW.INGENSAINC.COM	541330	Engineering Services	Yes	Yes	Black American	Female	Yes	SUBP	Small and Underutilized Business Program
INGENSA INC	CONSULTING FIRM FOR PROFESSIONAL SERVICES, DEVELOPMENT AND IMPLEMENTATION OF MUNICIPALITY AND PUBLIC SCHOOL FACILITY IMPROVEMENTS AND CONSTRUCTION MANAGEMENT.	952-222-3550	952-222-9980	JCOLEMAN@INGENSAINC.COM	WWW.INGENSAINC.COM	541330	Engineering Services	Yes	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
INTELLIGENT UNMANNED AIRCRAFT SYSTEM & INTEGRATION	FIRM PERFORMING COMMERCIAL AND AERIAL PHOTOGRAPHY WITH THE USE OF ROVERS AND DRONES FOR LAND MAPPING, BUILDING MEASUREMENT, AND BUILDING AND BRIDGE INSPECTION ASSISTANCE. PROJECT MANAGEMENT, GENERAL MANAGEMENT, AND ENVIRONMENTAL AND TECHNICAL CONSULTING SERVICES RELATED TO UTILIZING A DRONE'S TECHNOLOGIES FOR BUSINESS AND OPERATION.	612-819-1151		KIN.CHAN@IUASI.COM	WWW.IUASI.COM	541330	Engineering Services	Yes	No	Asian - Pacific American	Male	Yes	SUBP	Small and Underutilized Business Program
ISTHMUS ENGINEERING INC JPMI CONSTRUCTION CO	CIVIL ENGINEERING, DESIGN SOFTWARE SUPPORT, AND TRAINING SERVICES CONSTRUCTION MANAGEMENT, ENGINEERING SERVICES & GENERAL CONSTRUCTION OF INDUSTRIAL, COMMERCIAL, RESIDENTIAL & INSTITUTIONAL BUILDINGS, INCLUDING NEW CONSTRUCTION ADDITIONS ALTERATIONS, MAINTENANCE AND REPAIRS.	651-288-0300 651-636-1499	651-636-1699	KATIE@ISTHMUSENGINEERING.COM JAY@JPMICONSTRUCTION.COM	WWW.ISTMUSENGINEERING.COM	541330 541330	Engineering Services Engineering Services	No Yes	Yes No	Caucasian Asian - Pacific American	Female Male	Yes Yes	SUBP SUBP	Small and Underutilized Business Program Small and Underutilized Business Program
JPMI CONSTRUCTION CO	CONSTRUCTION MANAGEMENT, ENGINEERING SERVICES & GENERAL CONSTRUCTION OF INDUSTRIAL, COMMERCIAL, RESIDENTIAL & INSTITUTIONAL BUILDINGS, INCLUDING NEW CONSTRUCTION ADDITIONS ALTERATIONS, MAINTENANCE AND REPAIRS.	651-636-1499	651-636-1699	JAY@JPMICONSTRUCTION.COM		541330	Engineering Services	Yes	No	Asian - Pacific American	Female	Yes	SUBP	Small and Underutilized Business Program
KASKASKIA ENGINEERING GROUP DBA KEG BUILD	ENGINEERING, SURVEYING, GEOGRAPHICAL MAPPING, ENVIRONMENTAL ASSESSMENTS AND TRAFFIC STUDIES. HIGHWAY AND ROAD CONSTRUCTION, MILLING AND PREFORMED PAVEMENT MARKING. POURED CONCRETE ROAD, WALK, RUNWAY AND RETAINING WALLS. EXCAVATION, SITE PREPARATION AND DRAINAGE.	618-233-5877	618-233-5977	BBOYER@KASKASKIAENG.COM	WWW.KASKASKIAENG.COM	541330	Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
KISMET CONSULTING INC	CIVIL ENGINEERING CONSULTING FIRM WITH A FOCUS ON TRANSPORTATION AND WATER RESOURCES DESIGN ALONG WITH CADD STANDARDS MANAGEMENT & TRAINING.	952-679-7679		MKAHL@KISMETCONSULTINGINC.COM		541330	Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
KOECH ENGINEERING LLC	PROTECTION AND RELAYS, POWER STUDIES: LOAD FLOW ANALYSIS, SHORT FLOW ANALYSIS, EQUIPEMENT EVALUATION, PROTECTIVE DEVICE COORDINATION STUDY, ARCH FLASH RISK ASSESSMENT, POWER QUALITY MONITORING, INFRARED THERMOGRAPHY, NRTL EQUIVALENT FIELD EVALUATION, LOCK OUT TAG OUT PROCEDURES, NEC AND OSHA CODE VIOLATION, AND CONTROL SYSTEMS ENGINEERING.	651-600-2971		STEPHEN.C@KOECHENGINEERING.COM	WWW.KOECHENGINEERING.COM	541330	Engineering Services	Yes	No	Black American	Male	Yes	SUBP	Small and Underutilized Business Program
LANDMARK ENVIRONMENTAL LLC LANDMARK ENVIRONMENTAL LLC MN BEST INC	FIRM SPECIALIZES IN ENGINEERING, ENVIRONMENTAL CONSULTING, REMEDIATION AND RADON MITIGATION. FIRM SPECIALIZES IN ENGINEERING, ENVIRONMENTAL CONSULTING, REMEDIATION AND RADON MITIGATION. PROJECT MANAGEMENT AND ENGINEERING, CPM SCHEDULING, SCHEDULE ANALYSIS, CPM TRAINING, PROJECT DELIVERY, SITE DEVELOPMENT, ENVIRONMENT COMPLIANCE, DRAINAGE AND SWPP DESIGN, CONTRACT ADMINISTRATION, PERMITTING PROCESS, CONSTRUCTION MANAGEMENT, OBSERVATION, INSPECTION, SITE AND RISK MANAGEMENT, CONSTRUCTABILITY REVIEWS, COST ESTIMATING.	952-295-9417 952-295-9417 763-233-1751	651-756-1234	CTIMMERMAN@LANDMARKENV.COM CTIMMERMAN@LANDMARKENV.COM HTKIM@MNBESTINC.COM	WWW.LANDMARKENV.COM WWW.LANDMARKENV.COM WWW.MNBESTINC.COM	541330 541330 541330	Engineering Services Engineering Services Engineering Services	No No Yes	Yes Yes Yes	Caucasian Caucasian Caucasian	Female Male Male	Yes Yes Yes	SUBP SUBP SUBP	Small and Underutilized Business Program Small and Underutilized Business Program Small and Underutilized Business Program

MN BEST INC	PROJECT MANAGEMENT AND ENGINEERING, CPM SCHEDULING, SCHEDULE ANALYSIS, CPM TRAINING, PROJECT DELIVERY, SITE DEVELOPMENT, ENVIRONMENT COMPLIANCE, DRAINAGE AND SWPP DESIGN, CONTRACT ADMINISTRATION, PERMITTING PROCESS, CONSTRUCTION MANAGEMENT, OBSERVATION, INSPECTION, SITE AND RISK MANAGEMENT, CONSTRUCTABILITY REVIEWS, COST ESTIMATING.	763-233-1751 651-756-1234	HTKIM@MNBESTINC.COM	WWW.MNBESTINC.COM	541330 Engineering Services	Yes	Yes	Asian - Pacific American	Female	Yes	SUBP	Small and Underutilized Business Program
MOBILIZE DESIGN & ARCHITECTURE LLC	PROVIDES ARCHITECTURAL PLANNING AND DESIGN SERVICES	612-208-0504 612-465-6542	JFORD@MOBILIZEDESIGN.NET	www.mobilizearchitecture.com	541330 Engineering Services	Yes	No	Black American	Male	Yes	SUBP	Small and Underutilized Business Program
MOULI ENGINEERING INC	ENGINEERING & DESIGN FIRM SPECIALIZING IN RENEWABLE ENERGY, METALS & MATERIALS, SOLAR PANEL & WIND ENERGY SALES & INSTALLATION, SOLAR PHOTOVOLTAIC (PV) POWER-GENERATION SYSTEMS, SEMICONDUCTORS, PRODUCT LIABILITY & LITIGATION SERVICES.	612-424-5176	MOULI@MOULIENGG.COM	WWW.MYSOLARPOD.COM	541330 Engineering Services	Yes	Yes	Asian - Pacific American	Male	Yes	SUBP	Small and Underutilized Business Program
M-P CONSULTANTS PC	ELECTRICAL AND COMMUNICATIONS ENGINEERING DESIGN INCLUDING POWER, MOTOR CONTROL, INDOOR/OUTDOOR LIGHTING, RADIO, TELEPHONE/DATA, SECURITY, INTRUSION AND FIRE ALARM/DETECTION	612-567-2667	BMENDEZ@MPCONS.COM	WWW.MPCONS.COM	541330 Engineering Services	Yes	Yes	Hispanic American	Female	Yes	SUBP	Small and Underutilized Business Program
NEW HISTORY INC	ARCHITECTURE FIRM SPECIALIZED IN CONSULTING THAT INTEGRATES EXPERTISE IN PRESERVATION DESIGN REAL ESTATE DEVELOPMENT AND RESEARCH IN ORDER TO INCREASE THE USE AND VALUE OF HISTORIC OR EXISTING STRUCTURES AND PROPERTIES.	612-843-4140	ELLIOTT@NEWHISTORY.COM	WWW.NEWHISTORY.COM	541330 Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
PIERCE PINI AND ASSOCIATES INC	PROJECT CIVIL ENGINEERING SERVICES	763-537-1311 763-537-1354	RHONDA@PIERCEPINI.COM	WWW.PIERCEPINI.COM	541330 Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
PROFESSIONAL ENGINEERING SERVICES LTD DBA PE SERVICES	ROADWAY DESIGN AND CONSTRUCTION, SURVEYING, CIVIL ENGINEERING, TECHNICAL WRITING, INSPECTION AND TRAINING	952-456-6707	JENNIFER.HILDEBRAND@PESERVICESMN.COM	WWW.PESERVICESMN.COM	541330 Engineering Services	No	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
PROFESSIONAL ENGINEERING SERVICES LTD DBA PE SERVICES	ROADWAY DESIGN AND CONSTRUCTION, SURVEYING, CIVIL ENGINEERING, TECHNICAL WRITING, INSPECTION AND TRAINING	952-456-6707	JENNIFER.HILDEBRAND@PESERVICESMN.COM	WWW.PESERVICESMN.COM	541330 Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
PUBLIC SOLUTIONS GROUP INC	PUBLIC SOLUTIONS GROUP (PSG) CONTRACTING PROVIDES CONSULTING SERVICES ON HIGHWAY-HEAVY PROJECTS: PROJECT INFORMATION.	218-260-9017	KIMBERLY@PUBLICSOLUTIONSINC.COM	WWW.PUBLICSOLUTIONSINC.COM	541330 Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
QUESTIONS & SOLUTIONS ENGINEERING INC	CONSULTING FIRM SERVING FACILITY OWNERS AND OPERATORS NATIONWIDE. QSE FOCUSES ON WORKING WITH FACILITY OWNERS TO ACHIEVE HIGH PERFORMANCE FROM THEIR NEW EXISTING BUILDING SYSTEMS.	612-308-4716 952-361-9343	rebecca.ellis@qseng.com	www.QSeng.com	541330 Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
RANI ENGINEERING LLC	CIVIL/SITE ENGINEERING DESIGN-BUILD; TRANSPORTATION/TRANSIT ENGINEERING; SYSTEMS ENGINEERING; UTILITIES ENGINEERING; SURVEYING; WATER RESOURCE SOLUTIONS AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION. VETERAN-OWNED SMALL BUSINESS.	612-455-9384 612-455-3321	STEVEN.CARLETON@RANIENG.COM	WWW.RANIENG.COM	541330 Engineering Services	Yes	No	Hispanic American	Male	Yes	SUBP	Small and Underutilized Business Program
ROYAL UKAGA DESIGN GROUP PLLC DBA RUDG PLLC	PROVIDES ENGINEERING AND BUILDING DESIGN SERVICES, SPECIALIZING IN STRUCTURAL, CIVIL, ENVIRONMENTAL AND BUILDING ENGINEERING WITH EXPERTISE IN URBAN DEVELOPMENT AND MISSION-CRITICAL ENVIRONMENTS, INTEGRATING CUTTING-EDGE TECHNOLOGY, SUSTAINABILITY AND CULTURAL PRESERVATION.	651-335-9614	EMEKAUKAGA@GMAIL.COM		541330 Engineering Services	Yes	No	Black American	Male	Yes	SUBP	Small and Underutilized Business Program
SSTS LLC	TRAFFIC ENGINEERING SERVICES INCLUDING DATA COLLECTION, TRAFFIC IMPACT STUDIES, PARKING STUDIES AND TRAFFIC FINAL DESIGN PLANS (SIGNALS, LIGHTING, SIGNING AND PAVEMENT MARKING	952-212-7625	KATIE@S2TRAFFIC.COM	WWW.S2TRAFFIC.COM	541330 Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
SSTS LLC	TRAFFIC ENGINEERING SERVICES INCLUDING DATA COLLECTION, TRAFFIC IMPACT STUDIES, PARKING STUDIES AND TRAFFIC FINAL DESIGN PLANS (SIGNALS, LIGHTING, SIGNING AND PAVEMENT MARKING	952-212-7625	KATIE@S2TRAFFIC.COM	WWW.S2TRAFFIC.COM	541330 Engineering Services	No	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
STATICS ENGINEERING SOLUTIONS LLC	STATICS ENGINEERING SOLUTIONS PROVIDES PROFESSIONAL ENGINEERING DESIGN SERVICES FOR TELECOMMUNICATION TOWERS AND STRUCTURES, RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL TYPE BUILDINGS	612-205-0272 763-390-3711	AISSAHAK@STATICS-ES.COM	HTTPS://WWW.STATICS-ES.COM/	541330 Engineering Services	Yes	No	Black American	Male	Yes	SUBP	Small and Underutilized Business Program
STONEBROOKE ENGINEERING INC	CIVIL ENGINEER FIRM SPECIALIZING IN TRANSPORTATION PLANNING, ENVIRONMENTAL, WATER RESOURCES, ADA EVALS, PLANNING, & DESIGN. HIGHWAY, ROUNDABOUT, MUNICIPAL, SITE, SIGNAL DESIGN.	952-402-9202 952-403-6803	BRENDA@STONEBROOKEENGINEERING.COM	WWW.STONEBROOKEENGINEERING.COM	541330 Engineering Services	No	Yes	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
STONEBROOKE ENGINEERING INC	CIVIL ENGINEER FIRM SPECIALIZING IN TRANSPORTATION PLANNING, ENVIRONMENTAL, WATER RESOURCES, ADA EVALS, PLANNING, & DESIGN. HIGHWAY, ROUNDABOUT, MUNICIPAL, SITE, SIGNAL DESIGN.	952-402-9202 952-403-6803	BRENDA@STONEBROOKEENGINEERING.COM	WWW.STONEBROOKEENGINEERING.COM	541330 Engineering Services	No	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program
SWURBAN SOLUTIONS LLC	FIRM PROVIDING TRANSPORTATION ENGINEERING SERVICES; INCLUDING FREEWAY MODELING, TRAFFIC IMPACT STUDY, TRANSPORTATION PLANNING, AND TRAVEL DEMAND FORECASTING	480-603-5870	SWANGTT@GMAIL.COM		541330 Engineering Services	Yes	Yes	Asian - Pacific American	Female	Yes	SUBP	Small and Underutilized Business Program
TE2: EDUCATION & ENGINEERING CONSULTANTS LLC	FIRM PROVIDING RESEARCH-BASED COMMUNITY OUTREACH AND ENGAGEMENT, CULTURALLY BASED WORKFORCE TRAINING, ASSISTANCE AND SMALL BUSINESS START UP, ENGINEERING SERVICES CONSULTATION, STRATEGIC PLANNING, PUBLIC RELATIONS CONSULTING, AND RESEARCH AND DEVELOPMENT	651-249-1474	RJP727@YAHOO.COM	WWW.TE2CONSULTING.COM	541330 Engineering Services	Yes	No	Asian - Pacific American	Male	Yes	SUBP	Small and Underutilized Business Program
TRANSPORTATION COLLABORATIVE & CONSULTANTS LLC	CIVIL ENGINEERING; TRANSPORTATION PLANNING; TRAFFIC ENGINEERING; TRAFFIC ANALYSIS; PUBLIC ENGAGEMENT, BICYCLE PLANING, SAFETY ANALYSIS, PARKING STUDIES.	612-464-3810	CVAUGHN@TRANSPORTATIONCOLLABORATIVE.COM	WWW.TRANSPORTATIONCOLLABORATIVE.COM	541330 Engineering Services	Yes	No	Black American	Male	Yes	SUBP	Small and Underutilized Business Program
VICTUS ENGINEERING LLC	CONSULTING FIRM IN THE DESIGN OF MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) BUILDING SYSTEMS. LEED AP CERTIFIED. EXPERTISE INCLUDES THE FOLLOWING MARKETS: COMMERCIAL, DISTRIBUTION & MANUFACTURING, PUBLIC & INSTITUTIONAL, HEALTHCARE, AND RETAIL	612-859-8299 612-859-0000	EROD@VICTUSENGINEERING.COM	VICTUSENGINEERING.COM	541330 Engineering Services	Yes	No	Asian - Pacific American	Male	Yes	SUBP	Small and Underutilized Business Program
VICTUS ENGINEERING LLC	CONSULTING FIRM IN THE DESIGN OF MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) BUILDING SYSTEMS. LEED AP CERTIFIED. EXPERTISE INCLUDES THE FOLLOWING MARKETS: COMMERCIAL, DISTRIBUTION & MANUFACTURING, PUBLIC & INSTITUTIONAL, HEALTHCARE, AND RETAIL	612-859-8299 612-859-0000	EROD@VICTUSENGINEERING.COM	VICTUSENGINEERING.COM	541330 Engineering Services	Yes	No	Caucasian	Female	Yes	SUBP	Small and Underutilized Business Program
VICTUS ENGINEERING LLC	CONSULTING FIRM IN THE DESIGN OF MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) BUILDING SYSTEMS. LEED AP CERTIFIED. EXPERTISE INCLUDES THE FOLLOWING MARKETS: COMMERCIAL, DISTRIBUTION & MANUFACTURING, PUBLIC & INSTITUTIONAL, HEALTHCARE, AND RETAIL	612-859-8299 612-859-0000	EROD@VICTUSENGINEERING.COM	VICTUSENGINEERING.COM	541330 Engineering Services	Yes	No	Hispanic American	Male	Yes	SUBP	Small and Underutilized Business Program
VMC LLC	VMC LLC OFFERS A WIDE-RANGE OF SERVICES TO FEDERAL, STATE, AND LOCAL CLIENTS INCLUDING AIRPORTS, COMMERCIAL DEVELOPERS, AND HIGHER-EDUCATION INSTITUTES. WE ARE A NATIONWIDE SERVICE PROVIDER OF SYSTEMS ENGINEERING, PROGRAM/PROJECT MANAGEMENT, TRAINING, TECHNOLOGY INTEGRATION, TELECOMMUNICATIONS, AND TECHNICAL CONSULTING.	407-919-9898	AMERRIFIELD@VMCLLC.COM	VMCLLC.COM	541330 Engineering Services	Yes	Yes	Asian - Pacific American	Female	Yes	SUBP	Small and Underutilized Business Program
VMC LLC	VMC LLC OFFERS A WIDE-RANGE OF SERVICES TO FEDERAL, STATE, AND LOCAL CLIENTS INCLUDING AIRPORTS, COMMERCIAL DEVELOPERS, AND HIGHER-EDUCATION INSTITUTES. WE ARE A NATIONWIDE SERVICE PROVIDER OF SYSTEMS ENGINEERING, PROGRAM/PROJECT MANAGEMENT, TRAINING, TECHNOLOGY INTEGRATION, TELECOMMUNICATIONS, AND TECHNICAL CONSULTING.	407-919-9898	AMERRIFIELD@VMCLLC.COM	VMCLLC.COM	541330 Engineering Services	Yes	Yes	Caucasian	Male	Yes	SUBP	Small and Underutilized Business Program