



AIA[®]

Document B101[™] – 2007

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)

Grandview School District
913 West 2nd Street
Grandview, WA 98930

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

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

Grandview Facilities Improvement Project

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Exhibit A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 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. Architect acknowledges that budget limitations are not a justification for the breach of sound principles of professional design. Architect shall not perform any Additional Services without the written consent of Owner. Architect shall not be entitled to any additional compensation or time for performance and shall be liable to Contractor for all increased construction costs in the event Architect violates the requirements of this Agreement. Architect shall in the performance of its services, exert its best, professional skill and effort to minimize project field construction costs through efficient design methods, measures, and means.

(Paragraph deleted)

§ 2.3 The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services, which may be adjusted in writing by mutual agreement of the parties as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The Architect shall not be responsible for delays from causes beyond the Architect's reasonable control.

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

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

§ 2.6 The Architect's services shall be performed in compliance with all laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to the requirements imposed by governmental authorities having jurisdiction over the Project.

§ 2.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.

§ 2.8 The Architect will use due professional care to design a project that consists of energy efficient structures and systems, based upon current technology and budget constraints. The Architect and/or his Consultants will address energy needs and considerations at the Design Development stages of the Project and secure written Owner approval on structures and systems prior to moving forward with Construction Documents.

§ 2.9 The Architect shall provide design services made necessary by major defects or deficiencies in the work of the Contractor(s) or their agents or employees, which through reasonable care the Architect should have discovered and promptly reported to the Owner but failed so to do. In addition, the Architect represents that it will follow the standards of the profession in performing all services under this Agreement. Any defective designs or specifications furnished by the Architect shall promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architectural services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liabilities or the Owner's rights.

§ 2.10 The Architect acknowledges the relationship of trust and confidence established between the Architect and Owner by this Agreement. Accordingly, the Architect's acts and Owner's cooperation shall be consistent with that relationship. The Architect shall further the interests of the Owner through efficient business administration, management and engineering design.

Init.

§ 2.11 The Architect shall be assisted by, and shall be responsible for, (1) the negligent acts and omissions of its subconsultants, (2) the coordination of all drawings and design documents relating to the Architect's design and used on the Project, regardless of whether such drawings and documents are prepared or performed by Architect, by Architect's consultants, or by others, (3) coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect, and (4) the reasonable completeness and accuracy of all drawings and specifications submitted by or through the Architect, and shall exercise the standard of care to be in compliance with applicable codes, ordinances, regulations, laws and statutes.

§ 2.12 During the term of this Agreement or as noted, the Architect shall maintain in full force at its own expense, from companies licenses to do business in Washington, each and all insurance outlined below:

A. Workers' Compensation: Coverage for Architect, its consultants, if any, and all employers working under this Agreement shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or "other States" State law.

B. General Liability: Architect shall secure Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage.

C. Automobile Liability: Architect shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hire or non-owned vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance.

D. Professional Liability Insurance: Architect shall secure Professional Liability Insurance, including contractual liability, with limits no less than \$1,000,000 aggregate; \$500,000 each occurrence. If such insurance is written on a claims-made form, coverage shall survive for a period of not less than three (3) years following Final Completion of this Project or Termination of this Agreement. Coverage shall also provide for a retroactive date of placement prior to or concluding with the effective date of this Agreement. Architect shall notify Owner of any claim that may materially impair the level of coverage. In such event, Owner shall have the right to require Architect at Architect's expense to obtain additional coverage to ensure \$1,000,000 of available insurance for the Project, provided such insurance is available on commercially reasonable terms.

Upon return of this signed Agreement, Architect shall furnish Certificates of Insurance as evidence of the insurance coverages required under this Agreement. The certificate of the insurance coverages required under this Agreement. The certificate shall provide that the insurance company or companies shall give a 10-calendar day notice (without reservation) to Owner before the insurance is canceled for nonpayment. Architect will notify Owner within ten (10) days of discovery of imperiled limits under the policy.

(Paragraphs deleted)

The Certificates of Insurance, except Workers' Compensation and Professional Liability, shall provide that Owner and its directors, officers, agents and employees are Additional Insureds with respect to Architect's services to be provided under this Agreement and that the coverage to be provided is primary to coverage Owner may independently maintain. Architect shall be responsible for payment of all deductibles. The insurance coverages required herein shall not in any way limit the liability of Architect.

E. The Architect shall insure that any and all consultants engaged or employed by Architect carry and maintain similar insurance with reasonable and prudent limits and coverages in light of the services to be rendered by such consultants.

F. The maintenance and full force and effect of such form in any amount of insurance shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

Unless specified as an Additional Service or Change in Service or a service for which the Architect is specifically not responsible, all services set forth in the Agreement shall constitute "Basic Services."

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on 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 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 made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall be responsible, with the assistance of the Owner, for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be suggested by said governmental authorities at its expense when instructed to do so by the Owner. It is the responsibility of the Architect to bring to the Owner's attention any request or suggestions from the governmental authorities that might impact the scope, schedule, or cost of the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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. The Architect shall prepare the Schematic Design Documents to conform to the Owner's budget for the Cost of the Work.

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall consist of at least the following:

1. Architectural Design/Documentation services during the Design Development Phase consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - a. Dimensioned plans, sections, and elevations
 - b. Typical construction details
 - c. Preliminary room finish schedules
 - d. Equipment & furnishings schedule and layout
 - e. Interior elevations
 - f. Reflected ceiling plans of all areas
 - g. Casework type, quality and finishes
 - h. Interior finishes selected for Owner approval
 - i. Typical wall sections
 - j. Typical window sections
 - k. Exterior door details
 - l. Roofing plan and details
2. Demolition: Continued development of Architectural, Mechanical, and Electrical Demolition plans and items to be removed if applicable.
3. Specifications:
 - a. Outline of all CSI Sections . . . preliminary specification for basic materials, systems and special finishes
 - b. Manufacturer's Cut-Sheets on plumbing, mechanical and electrical equipment, including light fixtures
4. Structural Design/Documentation services during the Design Development Phase consisting of continued development of the specific structural system(s) and documents in sufficient detail to establish:
 - a. Basic structural system and dimensions

Init.

- b. Final structural design criteria
 - c. Foundation design criteria
 - d. Preliminary sizing of major structural components
 - e. Critical coordination clearances and locations
 - f. Outline specifications and materials lists
5. Mechanical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of mechanical design documents and development of outline specifications or materials lists establishing:
- a. Equipment sizes and capacities
 - b. Equipment layouts and lists
 - c. Sequence of Operations narratives
 - d. Required spaces for equipment
 - e. Required chases and clearances
 - f. Acoustical and vibration control
 - g. Visual impacts
 - h. Energy conservation measures
 - i. Controls Diagrams
 - j. Piping Plans
 - k. Fire device locations and panel locations
 - l. Locations of fire rises and pressure/flow calculations
6. Electrical Design/Documentation services during Design Development Phase consisting of continued development and expansion of electrical design documents and development of outline specifications and materials lists establishing:
- a. Drawings for lighting, electrical and communications systems
 - b. Sizes and capacities of major components
 - c. Preliminary equipment layouts
 - d. Required space for equipment
 - e. Requires chases and clearances
 - f. Visual impact
 - g. Panel schedules and locations
 - h. Equipment Cut-Sheets
 - i. Materials cut-sheets for voice/data/low voltage systems
 - j. Conduit systems routing and cable tray solutions if applicable
 - k. Continued electrical detail development
7. Civil Design/Documentation services during the Design Development Phase consisting of continued development and expansion of civil design documents and development of outline specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work to include:
- a. Site improvement, utility, grading/drainage, erosion control plans.
 - b. New and existing grades at face of building
 - c. Vehicular, emergency, and service access
 - d. Systems locations and grades such as waste pickup, fire service, and service tank locations
8. Project Design, Bid and Construct Schedule Update
9. Architect's Design Development Phase Estimate for Cost of the Work

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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. Construction Drawings and Specifications, and other construction documents or construction Contract Documents submitted by Architect to Owner for approval or to any contractor(s) for bidding or negotiation shall be complete. The Architect certifies that Architect has informed Owner of any tests, studies, analyses or reports required by the Design Team to complete their required contractual obligations at that point in time.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall develop for the Owner's review, input, and approval the following: (1) bidding and 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.

§ 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.

§ 3.5 BIDDING OR NEGOTIATION 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) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

Init.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in conjunction with the General Conditions of the Contract of Construction attached as part of this Contract and identified as Exhibit ____.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. Instructions to the Contractor shall be forwarded through the Architect and all correspondence between the Architect and the Contractor will be copied to the Owner. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, except to ensure that the Work is in accordance with the Contract Documents as set for in Section 3.6.2.1. 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, except as provided in this Agreement.

§ 3.6.1.3 Subject to Section 4.3, 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. However, the Architect shall be entitled to Additional Services in accordance with Section 4.3 when Construction Phase Services extend 60 days after the date of Substantial Completion of the Work due to events beyond the Architect's control.

§ 3.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 3.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect.

§ 3.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information concerning the Contract Documents shall be in a form prepared by the Architect and approved by the Owner for inclusion in the Contract Documents.

§ 3.6.1.6 The Architect shall, on the Owner's behalf, then prepare, reproduce and distribute supplemental Drawings and Specifications as appropriate in response to requests for information by the Contractor.

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

§ 3.6.1.8 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 initial decisions, the Architect shall endeavor to secure a faithful performance by the Contractor and shall not be liable for results or interpretations or decisions so rendered in good faith and without negligence.

§ 3.6.1.9 As part of its duties of administering the Contract between the Owner and the Contractor, the Architect shall make recommendations to the Owner with regard to claims by the Contractor for additional compensation or time. The Architect shall have the authority to reject work by the Contractor if it does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, it will have the authority to require inspection or testing of the Contractor's work, after obtaining authorization from the Owner. Thereafter, the Architect shall instruct the Contractor to make arrangement for such testing or inspection by an entity acceptable to the Owner.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect, as a representative of the Owner, shall visit the site in accordance with Exhibit D, and as often as necessary and appropriate to the stage of construction to observe the site and Work; to familiarize himself with the progress and quality of the Work; to determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents and Construction Schedule and to determine if

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the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect's consultants (including, but not limited to structural, mechanical, civil, and electrical disciplines) shall make periodic visits in accordance with Exhibit D unless otherwise directed by Owner during the course of work applicable to its discipline. They too shall familiarize themselves with the progress and quality of the work and determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents and Construction Schedule. On the basis of the Architect's and its consultants' on-site observations as architects or engineers, the Architect shall keep the Owner informed of progress and quality of the Work, and shall give prompt notice to the Owner in writing of any major or material deviations from the Contract Documents in the Work. The Architect and its consultants shall provide services made necessary by major defect or deficiencies in the Work of the Contractor which through reasonable care should have been discovered by the Architect or its consultants and promptly reported to the Owner and the Contractor(s) but which the Architect or its consultants failed to discover and/or report; at no additional cost to the Owner. Architect's consultants' site visits directed by Owner in excess of those identified in Exhibit D shall be compensated on the following rates, provided that such visits are not occasioned by the fault or negligence of Architect, and/or its consultants;

See Exhibit D

As part of the Architect's and consultant's Evaluations of the Work; the Architect and consultants shall provide written documentation of their Site Observations including, but not limited to the following information: date, time, weather, nature of visit, work in progress, observations, and directions/comments to the Contractor if any. These Site Observation Reports shall be distributed to the Owner and Contractor(s) through the Architect no later than seven (7) days following the site visit.

As part of and in conjunction with the Architect's Evaluation of the Work, the Architect shall coordinate weekly Progress Meetings and monthly Project Meetings by providing agendas and meeting minutes that systematically address at least the following: Project Schedules, Submittals, Shop Drawings, Work in Progress, Changes in the Work, and Action Items for the Architect, Owner, or Contractor(s).

§ 3.6.2.2 Both the Owner and the Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 3.6.2.3 The Owner and Contractor shall communicate through the Architect except (1) as may otherwise be provided in the Contract Documents; (2) when direct communications have been specifically authorized, or (3) when such communication has been attempted and could not reasonably be accomplished in a timely manner in consideration of the requirements of the Project. Where direct communication between Owner and Contractor has occurred, the Owner and Contractor shall promptly and jointly document the nature and result of the communication as well as the reason for the direct communication and shall provide a copy of said documentation to the Architect. Communication by and between the Architect's consultants shall be through the Architect. All communication by and between the Architect or its consultants to or from the Contractor shall be copied to the Owner through the Architect.

(Paragraphs deleted)

§ 3.6.2.4 Where Work does not conform to the Contract Documents, the Architect shall promptly notify the Owner of the Architect's intent to reject such Work and shall reject nonconforming Work unless the Owner stops the Architect in writing within twenty-four (24) hours of being notified. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Where such additional inspection and testing is to be at additional cost to the Owner, such additional inspection and testing is to be required by the Architect only upon advance notice and approval by the Owner. 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, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

§ 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 A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 Based on the Architect's observations of the Work, and evaluation of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor. Said review and certification shall be orchestrated in such a manner that allows distribution of funds by the Owner to the Contractor no later than the tenth day of each month. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's inspections and observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents and that the Work has been performed in a good workmanlike fashion. The foregoing representations are subject to an evaluation of the Work for conformance with Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate of Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However the issuance of a Certificate of Payment shall not be representation that the Architect has reviewed the construction means, methods, techniques, sequences or procedures or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 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, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. In the event Contractor's Application for Payment includes payment requests for electrical, mechanical or civil work in excess of \$100,000; the Architect's electrical, mechanical, or civil consultant shall make appropriate site visits and approve the payment amount requested for electrical, mechanical, or civil work. The electrical, mechanical, or civil consultant certification of amounts due Contractor for such Work shall accompany Architect's Certificate for Payment.

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

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking or ascertaining 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, unless otherwise specifically stated by the Architect, of any 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 and all applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's actions shall be taken with such reasonable promptness as to cause no delay in the separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

(Paragraph deleted)

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 Subject to the provisions of Section 4.3, the Architect shall recommend and prepare Change Orders, Construction Change Directives and related administrative needs associated with Changes in the Work documentation, drawings, and specifications for the Owner's approval and execution in accordance with the Contract Documents. All "Changes in the Work" services necessitated by errors, omissions or deficiencies in the Contract Documents prepared by the Architect or its consultants shall be provided by the Architect and its consultants at no additional cost to the Owner.

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

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for Changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to provide the Architect a clear understanding of the requested change. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect, with the Owner's approval, may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract, therefore a change in Contract Sum and/or Contract Time, the Architect shall inform the Owner of the potential scope of the Change in the Work and make recommendations as appropriate. If the Owner approves further investigations; and after the Architect, Owner, and Contractor have clearly defined the scope of the Change along with subsequent pricing and time considerations by the Contractor; the Architect shall incorporate the Changes in the Work into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor in accordance with the Contract Documents. The Architect shall insist that adequate cost breakdowns and extensions be provided by the Contractor when considering changes to the Contract Sum. The Architect shall insist that the Contract clearly identify impact to the Critical Path of the Project Schedule when considering changes in Contract Time. The Architect shall only recommend Time Extensions be granted the Contractor where the Contractor clearly demonstrates that the change in the Work extends the duration of the Project.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, as defined in the Contract Documents; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate of Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner's Designated Representative 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 the Work is found to be Substantially Complete, as defined in the Contract Documents, 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. The one-year warranty inspections and recommendations shall be provided at no additional cost to the Owner.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Off Site Civil engineering		
§ 4.1.8 Architectural Interior Design (B252™–2007)		
§ 4.1.9 Value Analysis (B204™–2007)		
§ 4.1.10 On-site project representation		
<i>(Row deleted)</i>		
§ 4.1.11 Conformed construction documents		
§ 4.1.12 As-Designed Record drawings		
§ 4.1.13 As-Constructed Record drawings		
§ 4.1.14 Post occupancy evaluation		
§ 4.1.15 Facility Support Services (B210™–2007)		
§ 4.1.16 Tenant-related services		
§ 4.1.17 Coordination of Owner’s consultants		
§ 4.1.18 Commissioning (B211™–2007)		
§ 4.1.19 Extensive environmentally responsible design		
§ 4.1.20 LEED® Certification (B214™–2007)		
§ 4.1.21 Fast-track design services		
§ 4.1.22 Historic Preservation (B205™–2007)		
§ 4.1.23 Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided 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

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this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing 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.

§ 4.3.2

(Paragraphs deleted)

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.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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 land surveys to describe the physical characteristics of the site, and a written legal description. The Architect will provide coordination of this information as necessary for the completion of the design.

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(Paragraph deleted)

§ 5.5 The Architect and its consultants will provide timely direction and identify clearly in writing any geotechnical needs of the Project. The Architect and its consultants will work closely with the Owner's Geotechnical Engineer to resolve any issues at no additional cost to the Owner.

§ 5.6 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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. The Owner shall pay all fees for permits required by all authorities having jurisdiction over the Project except those fees and permits normally required by the Contractor or his subcontractors or as required in the Contract Documents.

§ 5.9 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.

(Paragraph deleted)

§ 5.11 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. The Architect shall review the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, and promptly notify the Owner any inconsistencies between the documents and this Agreement.

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

ARTICLE 6 COST OF THE WORK

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

§ 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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 may 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, without additional compensation and with the Owner's written authorization, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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, except as provided Section 7.3.1. 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 Upon execution of this Agreement, 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. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 Upon the making of final payment to the Architect, the Owner shall receive ownership of the property rights, including copyrights, of all documents, Instruments of Service, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by the Architect or by consultants retained by the Architect for this Project; provided however, that the receipt of such ownership by the Owner shall not prevent the Architect from using or replicating an individual standard feature and functionally-required element shown in the Documents.

- .1 If this Agreement is terminated pursuant to Article 9, the Owner shall receive ownership of the property rights of the Documents upon notice of termination to Architect. The Owner shall have the right to use, reproduce, and make derivative works from the Documents to complete the Project.

.2 The Owner may use, reproduce, or make derivative works from the Documents for subsequent renovation and remodeling of the Project, but shall not use, reproduce, or make derivative works from the Documents for other projects. The Owner's use of the Documents without the Architect's involvement or on other projects is at the Owner's sole risk, except for the Architect's defense and indemnification obligations as to the Owner only arising out of the work performed under this Agreement, and the Owner shall otherwise defend, indemnify, and hold harmless the Architect and its consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses arising out of or resulting from such use.

.3 Similarly, the Architect shall obtain from its consultants property rights and rights of use that correspond to the rights given by the Architect to the Owner in this Agreement.

.4 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. Prior to publishing and/or releasing any promotional or professional material, the Architect shall submit for the Owner's review and approval such material, which approval shall not be unreasonably withheld so long as Owner's privacy and security will not be compromised, and Owner can remain anonymous. The Architect's materials shall not include the Owner's name and address, cost of construction, cost of design, or any other information the Owner has previously advised the Architect in writing not to be disclosed.

(Paragraph deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 A201-2007, 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.

(Paragraph deleted)

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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

(Paragraphs deleted)

The Architect shall include similar provision to 8.2.1, 8.2.2, and 8.2.3 in all agreements with subconsultants retained for the Project, providing for mediation as the initial method for dispute resolution between parties to those agreements.

(Paragraphs deleted)

§ 8.2.5 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If, in accordance with the payment provisions of this Agreement as modified herein, the Owner fails to make payment of undisputed amounts due the Architect, the Architect may suspend performance of services under this Agreement. If the Architect elects to suspend such services, the Architect shall give the Owner ten (10) days prior written notice before suspending work. In the event of a suspension of services, the Architect shall have no liability to Owner for delay or damage caused by the Owner because of such suspension of services, unless in accordance with the arbitration provisions of this Agreement, the Architect's suspension is adjudged to be unreasonable. Before resuming services, the Architect shall be paid all sums due prior to suspension. The Architect's fees for remaining services and all the time schedule shall be equitably adjusted.

§ 9.2 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.

§ 9.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.4 Termination for Default

§ 9.4.1 The Owner may terminate this Agreement, in whole or in part, in writing if the Architect substantially fails to fulfill any or all of its obligations or responsibilities under this Agreement through no fault of the Owner ("termination for default"); provided that insofar as practicable, the Architect will be given: (1) not less than seven (7) calendar days' written notice of intent to terminate; and (2) an opportunity for consultation with the Owner before termination. An opportunity for consultation shall not mean the Architect can prohibit the Owner's termination of this Agreement, but the Architect shall be given reasonable notice and opportunity to correct any breach.

§ 9.4.2 If the Owner terminates for default on the part of the Architect, the Owner shall determine the amount of work satisfactorily completed to the date of termination and the amount owing to the Architect using the criteria set forth below; provided, that (1) no amount shall be allowed for anticipated profit on unperformed services or other

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work and (2) any payment due to the Architect at the time of termination may be adjusted to the extent of any additional costs the Owner incurs because of the Architect's default. In such event, the Owner shall consider the actual costs incurred by the Architect in performing the Project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, whether that work is in a form or of a type which is usable and suitable to the Owner at the date of termination, the cost to the Owner of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the Owner of the Project work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the compensation as set forth in Paragraph 11.1 set forth in this Agreement. This provision shall not preclude the Owner from filing claims to secure compensation for damages incurred beyond that covered with withheld payments.

§ 9.4.3 In the event of any termination under Article 9, the Architect consents to Owner selecting of another architect of Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorized the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect, which are requested by Owner after termination shall be fairly compensated by Owner in accordance with the provisions of Paragraph 11 of the Agreement as modified herein.

§ 9.5 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..

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, 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.

§ 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. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order

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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.

§ 10.9 Indemnity:

A. Claims other than those pertaining to Professional Liability: To the fullest extent of the law, Architect shall save, defend and hold harmless Owner and its directors, officers, agents (including the Owner's Project Manager) and employees from all claims, suits or actions of whatsoever nature, including intentional acts, resulting from or arising out of the negligent activities of Architect and/or its consultants, partners, agent or employees acting under this Agreement or any supplement, regardless of whether or not such claim, suit or action is caused in part by a party indemnified hereunder. This defense and indemnification obligation shall include, but is not limited to, all claims against the Owner by an employee or former employee of the Architect or its consultants. For this purpose, the Architect expressly waives, as respect to the Owner only, all immunity and limitation under any Industrial Insurance Act, other Workers' Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. BY INITIALING BELOW, THE PARTIES CERTIFY THAT THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

Initials

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B. Claims for Professional Liability: To the fullest extent of the law, Architect shall save, defend and hold harmless Owner and its directors, officers, agents and employees from all claims, suits or actions out of the professional negligent act, errors or omissions of Architect and/or its consultants, partners, joint venturers, agents or employees acting under this Agreement or supplement.

§ 10.10 Compliance with Requirements/Applicable Laws/Governing Law: Work done by Architect shall meet Owner's requirements and shall comply with federal, state, county and local laws, ordinances, regulations application to the work to be performed under this Agreement at the time the construction contract is signed. Architect also specifically agrees to comply with applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Architect shall also comply with the Americans with Disabilities Act of 1990 and regulations and administrative rules established pursuant to those laws.

§ 10.11 The Architect hereby represents, promises and warrants to Owner that the Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that the Architect has visited the site for the Project and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed; and that the Architect shall correlate its observations of same with of the requirements of this Agreement and with the construction contract documents.

The construction, drawings and specifications or other construction documents or construction contract documents submitted by the Architect to Owner for approval or to any contractors for bidding or negotiations shall be completed and unambiguous and in compliance with applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the Architect at the time of such submission. By submitting same for construction contract purposes, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports which are necessary or advisable to be performed by or for the Owner at that point in time. The Architect shall additionally confirm these facts in writing at such time, if Owner so requests.

ARTICLE 11 COMPENSATION

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

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

See Exhibit ___ - Fee Addendum

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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

See Exhibit __ Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

See Exhibit ___ Hourly Rates

§ 11.4 Compensation for 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 (), or as otherwise stated below:

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

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

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;

Init.

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 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 () of the expenses incurred. The total amount paid by the Owner for Reimbursable Expenses incurred by the Architect and the Architect's consultants shall not exceed the estimated allowance of \$____, without prior written approval from the Owner.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 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.

§ 11.10.2 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.)

(Paragraph deleted)

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

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 Owner and Architect.

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .2 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

List Exhibits

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)



Init.

/

Additions and Deletions Report for AIA[®] Document B101[™] – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:49:22 on 05/10/2016.

PAGE 1

Grandview School District
913 West 2nd Street
Grandview, WA 98930

...

Grandview Facilities Improvement Project

PAGE 2

See Exhibit A

PAGE 3

§ 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. Architect acknowledges that budget limitations are not a justification for the breach of sound principles of professional design. Architect shall not perform any Additional Services without the written consent of Owner. Architect shall not be entitled to any additional compensation or time for performance and shall be liable to Contractor for all increased construction costs in the event Architect violates the requirements of this Agreement. Architect shall in the performance of its services, exert its best, professional skill and effort to minimize project field construction costs through efficient design methods, measures, and means.

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

§ 2.3 The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services, which may be adjusted in writing by mutual agreement of the parties as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The Architect shall not be responsible for delays from causes beyond the Architect's reasonable control.

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

~~§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall~~

~~reimburse the Architect for any additional cost.~~ Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that may compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect's services shall be performed in compliance with all laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to the requirements imposed by governmental authorities having jurisdiction over the Project.

§ 2.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, emissions or inconsistencies in such services or information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.

§ 2.8 The Architect will use due professional care to design a project that consists of energy efficient structures and systems, based upon current technology and budget constraints. The Architect and/or his Consultants will address energy needs and considerations at the Design Development stages of the Project and secure written Owner approval on structures and systems prior to moving forward with Construction Documents.

§ 2.9 The Architect shall provide design services made necessary by major defects or deficiencies in the work of the Contractor(s) or their agents or employees, which through reasonable care the Architect should have discovered and promptly reported to the Owner but failed so to do. In addition, the Architect represents that it will follow the standards of the profession in performing all services under this Agreement. Any defective designs or specifications furnished by the Architect shall promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architectural services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liabilities or the Owner's rights.

§ 2.10 The Architect acknowledges the relationship of trust and confidence established between the Architect and Owner by this Agreement. Accordingly, the Architect's acts and Owner's cooperation shall be consistent with that relationship. The Architect shall further the interests of the Owner through efficient business administration, management and engineering design.

§ 2.11 The Architect shall be assisted by, and shall be responsible for, (1) the negligent acts and omissions of its subconsultants, (2) the coordination of all drawings and design documents relating to the Architect's design and used on the Project, regardless of whether such drawings and documents are prepared or performed by Architect, by Architect's consultants, or by others, (3) coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect, and (4) the reasonable completeness and accuracy of all drawings and specifications submitted by or through the Architect, and shall exercise the standard of care to be in compliance with applicable codes, ordinances, regulations, laws and statutes.

§ 2.12 During the term of this Agreement or as noted, the Architect shall maintain in full force at its own expense, from companies licenses to do business in Washington, each and all insurance outlined below:

A. Workers' Compensation: Coverage for Architect, its consultants, if any, and all employers working under this Agreement shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or "other States" State law.

B. General Liability: Architect shall secure Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage.

C. Automobile Liability: Architect shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned,

hire or non-owned vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance.

D. Professional Liability Insurance: Architect shall secure Professional Liability Insurance, including contractual liability, with limits no less than \$1,000,000 aggregate; \$500,000 each occurrence. If such insurance is written on a claims-made form, coverage shall survive for a period of not less than three (3) years following Final Completion of this Project or Termination of this Agreement. Coverage shall also provide for a retroactive date of placement prior to or concluding with the effective date of this Agreement. Architect shall notify Owner of any claim that may materially impair the level of coverage. In such event, Owner shall have the right to require Architect at Architect's expense to obtain additional coverage to ensure \$1,000,000 of available insurance for the Project, provided such insurance is available on commercially reasonable terms.
~~(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)~~
Upon return of this signed Agreement, Architect shall furnish Certificates of Insurance as evidence of the insurance coverages required under this Agreement. The certificate of the insurance coverages required under this Agreement. The certificate shall provide that the insurance company or companies shall give a 10-calendar day notice (without reservation) to Owner before the insurance is canceled for nonpayment. Architect will notify Owner within ten (10) days of discovery of imperiled limits under the policy.

~~.1 — General Liability~~

~~.2 — Automobile Liability~~

~~.3 — Workers' Compensation~~
The Certificates of Insurance, except Workers' Compensation and Professional Liability, shall provide that Owner and its directors, officers, agents and employees are Additional Insureds with respect to Architect's services to be provided under this Agreement and that the coverage to be provided is primary to coverage Owner may independently maintain. Architect shall be responsible for payment of all deductibles. The insurance coverages required herein shall not in any way limit the liability of Architect.

E. The Architect shall insure that any and all consultants engaged or employed by Architect carry and maintain similar insurance with reasonable and prudent limits and coverages in light of the services to be rendered by such consultants.

~~.4 — Professional Liability~~
F. The maintenance and full force and effect of such form in any amount of insurance shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement.

PAGE 5

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

Unless specified as an Additional Service or Change in Service or a service for which the Architect is specifically not responsible, all services set forth in the Agreement shall constitute "Basic Services."

...

§ 3.1.2 The Architect shall coordinate ~~its services~~ the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on 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 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,~~ necessary as the Project proceeds until the commencement of construction.

...

§ 3.1.6 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ be responsible, with the assistance of the Owner, for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be suggested by said governmental authorities at its expense when instructed to do so by the Owner. It is the responsibility of the Architect to bring to the Owner's attention any request or suggestions from the governmental authorities that might impact the scope, schedule, or cost of the Project.

PAGE 6

§ 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,~~ 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. The Architect shall prepare the Schematic Design Documents to conform to the Owner's budget for the Cost of the Work.

...

§ 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 such other elements as may be appropriate.~~ The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. consist of at least the following:

1. Architectural Design/Documentation services during the Design Development Phase consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - a. Dimensioned plans, sections, and elevations
 - b. Typical construction details
 - c. Preliminary room finish schedules
 - d. Equipment & furnishings schedule and layout
 - e. Interior elevations
 - f. Reflected ceiling plans of all areas
 - g. Casework type, quality and finishes
 - h. Interior finishes selected for Owner approval
 - i. Typical wall sections
 - j. Typical window sections
 - k. Exterior door details
 - l. Roofing plan and details
2. Demolition: Continued development of Architectural, Mechanical, and Electrical Demolition plans and items to be removed if applicable.
3. Specifications:
 - a. Outline of all CSI Sections . . . preliminary specification for basic materials, systems and special finishes

- b. Manufacturer's Cut-Sheets on plumbing, mechanical and electrical equipment, including light fixtures
- 4. Structural Design/Documentation services during the Design Development Phase consisting of continued development of the specific structural system(s) and documents in sufficient detail to establish:
 - a. Basic structural system and dimensions
 - b. Final structural design criteria
 - c. Foundation design criteria
 - d. Preliminary sizing of major structural components
 - e. Critical coordination clearances and locations
 - f. Outline specifications and materials lists
- 5. Mechanical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of mechanical design documents and development of outline specifications or materials lists establishing:
 - a. Equipment sizes and capacities
 - b. Equipment layouts and lists
 - c. Sequence of Operations narratives
 - d. Required spaces for equipment
 - e. Required chases and clearances
 - f. Acoustical and vibration control
 - g. Visual impacts
 - h. Energy conservation measures
 - i. Controls Diagrams
 - j. Piping Plans
 - k. Fire device locations and panel locations
 - l. Locations of fire rises and pressure/flow calculations
- 6. Electrical Design/Documentation services during Design Development Phase consisting of continued development and expansion of electrical design documents and development of outline specifications and materials lists establishing:
 - a. Drawings for lighting, electrical and communications systems
 - b. Sizes and capacities of major components
 - c. Preliminary equipment layouts
 - d. Required space for equipment
 - e. Requires chases and clearances
 - f. Visual impact
 - g. Panel schedules and locations
 - h. Equipment Cut-Sheets
 - i. Materials cut-sheets for voice/data/low voltage systems
 - j. Conduit systems routing and cable tray solutions if applicable
 - k. Continued electrical detail development
- 7. Civil Design/Documentation services during the Design Development Phase consisting of continued development and expansion of civil design documents and development of outline specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work to include:
 - a. Site improvement, utility, grading/drainage, erosion control plans.
 - b. New and existing grades at face of building
 - c. Vehicular, emergency, and service access
 - d. Systems locations and grades such as waste pickup, fire service, and service tank locations
- 8. Project Design, Bid and Construct Schedule Update
- 9. Architect's Design Development Phase Estimate for Cost of the Work

PAGE 7

§ 3.3.3 The Architect shall submit the Design Development Documents ~~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.

PAGE 8

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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. Construction Drawings and Specifications, and other construction documents or construction Contract Documents submitted by Architect to Owner for approval or to any contractor(s) for bidding or negotiation shall be complete. The Architect certifies that Architect has informed Owner of any tests, studies, analyses or reports required by the Design Team to complete their required contractual obligations at that point in time.

...

§ 3.4.3 During the development of the Construction Documents, the Architect shall ~~assist the Owner in the development and preparation of~~ develop for the Owner's review, input, and approval the following: (1) bidding and 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.

...

§ 3.5.3 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 — procuring the reproduction 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; and~~
- ~~3 — 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 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 9

§ 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™ – 2007, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201 – 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement, conjunction with the General Conditions of the Contract of Construction attached as part of this Contract and identified as Exhibit _____.~~

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. Instructions to the Contractor shall be forwarded through the Architect and all correspondence between the Architect and the Contractor will be copied to the Owner. The Architect shall have authority to act on behalf of the Owner only to

~~the extent provided in this Agreement. Agreement unless otherwise modified by written amendment. The Architect shall not have control over, charge of, or responsibility for the over or charge of and shall not be responsible for 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, except to ensure that the Work is in accordance with the Contract Documents as set for in Section 3.6.2.1. 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.~~ Work, except as provided in this Agreement.

§ 3.6.1.3 Subject to Section 4.3, 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. However, the Architect shall be entitled to Additional Services in accordance with Section 4.3 when Construction Phase Services extend 60 days after the date of Substantial Completion of the Work due to events beyond the Architect's control.

§ 3.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 3.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect.

§ 3.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information concerning the Contract Documents shall be in a form prepared by the Architect and approved by the Owner for inclusion in the Contract Documents.

§ 3.6.1.6 The Architect shall, on the Owner's behalf, then prepare, reproduce and distribute supplemental Drawings and Specifications as appropriate in response to requests for information by the Contractor.

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

§ 3.6.1.8 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 initial decisions, the Architect shall endeavor to secure a faithful performance by the Contractor and shall not be liable for results or interpretations or decisions so rendered in good faith and without negligence.

§ 3.6.1.9 As part of its duties of administering the Contract between the Owner and the Contractor, the Architect shall make recommendations to the Owner with regard to claims by the Contractor for additional compensation or time. The Architect shall have the authority to reject work by the Contractor if it does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, it will have the authority to require inspection or testing of the Contractor's work, after obtaining authorization from the Owner. Thereafter, the Architect shall instruct the Contractor to make arrangement for such testing or inspection by an entity acceptable to the Owner.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar Architect, as a representative of the Owner, shall visit the site in accordance with Exhibit D, and as often as necessary and appropriate to the stage of construction to observe the site and Work; to familiarize himself with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed the Work; to determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents and Construction Schedule and to determine if the Work 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's consultants (including, but not limited to structural, mechanical, civil, and electrical disciplines) shall make periodic visits in accordance with Exhibit D unless otherwise directed by Owner during the course of work

applicable to its discipline. They too shall familiarize themselves with the progress and quality of the work and determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents and Construction Schedule. On the basis of the Architect's and its consultants' on-site observations as architects or engineers, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work, informed of progress and quality of the Work, and shall give prompt notice to the Owner in writing of any major or material deviations from the Contract Documents in the Work. The Architect and its consultants shall provide services made necessary by major defect or deficiencies in the Work of the Contractor which through reasonable care should have been discovered by the Architect or its consultants and promptly reported to the Owner and the Contractor(s) but which the Architect or its consultants failed to discover and/or report; at no additional cost to the Owner. Architect's consultants' site visits directed by Owner in excess of those identified in Exhibit D shall be compensated on the following rates, provided that such visits are not occasioned by the fault or negligence of Architect, and/or its consultants;

See Exhibit D

As part of the Architect's and consultant's Evaluations of the Work; the Architect and consultants shall provide written documentation of their Site Observations including, but not limited to the following information: date, time, weather, nature of visit, work in progress, observations, and directions/comments to the Contractor if any. These Site Observation Reports shall be distributed to the Owner and Contractor(s) through the Architect no later than seven (7) days following the site visit.

As part of and in conjunction with the Architect's Evaluation of the Work, the Architect shall coordinate weekly Progress Meetings and monthly Project Meetings by providing agendas and meeting minutes that systematically address at least the following: Project Schedules, Submittals, Shop Drawings, Work in Progress, Changes in the Work, and Action Items for the Architect, Owner, or Contractor(s).

~~§ 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 such 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.~~

Both the Owner and the Architect shall at all times have access to the Work wherever it is in preparation or progress.

~~§ 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.~~

Owner and Contractor shall communicate through the Architect except (1) as may otherwise be provided in the Contract Documents; (2) when direct communications have been specifically authorized, or (3) when such communication has been attempted and could not reasonably be accomplished in a timely manner in consideration of the requirements of the Project. Where direct communication between Owner and Contractor has occurred, the Owner and Contractor shall promptly and jointly document the nature and result of the communication as well as the reason for the direct communication and shall provide a copy of said documentation to the Architect.

Communication by and between the Architect's consultants shall be through the Architect. All communication by and between the Architect or its consultants to or from the Contractor shall be copied to the Owner through the Architect.

~~§ 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 A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

§ 3.6.2.4 Where Work does not conform to the Contract Documents, the Architect shall promptly notify the Owner of the Architect’s intent to reject such Work and shall reject nonconforming Work unless the Owner stops the Architect in writing within twenty-four (24) hours of being notified. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Where such additional inspection and testing is to be at additional cost to the Owner, such additional inspection and testing is to be required by the Architect only upon advance notice and approval by the Owner. 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, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.~~§ 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 A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

~~§ 3.6.3.1 The~~ Based on the Architect’s observations of the Work, and evaluation of the Contractor’s Applications for Payment, ~~the Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.~~ Contractor. Said review and certification shall be orchestrated in such a manner that allows distribution of funds by the Owner to the Contractor no later than the tenth day of each month. 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~~ inspections and observations at the site and on the data comprising the Contractor’s Application for Payment, ~~that, to the best of the Architect’s knowledge, information and belief, that the Work has progressed to the point indicated and indicated,~~ that the quality of the Work is in accordance with the Contract Documents. ~~The foregoing representations are subject (1) Documents and that the Work has been performed in a good workmanlike fashion. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents correctable prior to completion, and (4) completion and to specific qualifications expressed by the Architect. The issuance of a Certificate of Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However the issuance of a Certificate of Payment shall not be representation that the Architect has reviewed the construction means, methods, techniques, sequences or procedures or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

§ 3.6.3.2 The issuance of a Certificate of 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 material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. In the event Contractor’s Application for Payment includes payment requests for electrical, mechanical or civil work in excess of \$100,000; the Architect’s electrical, mechanical, or civil consultant shall make appropriate site visits and approve the payment amount requested for electrical, mechanical, or civil work. The electrical, mechanical, or civil consultant certification of amounts due Contractor for such Work shall accompany Architect’s Certificate for Payment.

PAGE 11

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, 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 Samples for the limited purpose of checking for or ascertaining 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, unless otherwise specifically stated by the Architect, of any 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~~-component and all applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's actions shall be taken with such reasonable promptness as to cause no delay in the separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 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 ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 requests for information.

PAGE 12

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, the Architect shall ~~prepare Change Orders and Construction Change Directives~~ recommend and prepare Change Orders, Construction Change Directives and related administrative needs associated with Changes in the Work documentation, drawings, and specifications for the Owner's approval and execution in accordance with the Contract Documents. All "Changes in the Work" services necessitated by errors, omissions or deficiencies in the Contract Documents prepared by the Architect or its consultants shall be provided by the Architect and its consultants at no additional cost to the Owner.

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§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for Changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to provide the Architect a clear understanding of the requested change. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect, with the Owner's approval, may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract, therefore a change in Contract Sum and/or Contract Time, the Architect shall inform the Owner of the potential scope of the Change in the Work and make recommendations as appropriate. If the Owner approves further investigations; and after the Architect, Owner, and Contractor have clearly defined the scope of the Change along with subsequent pricing and time considerations by the Contractor; the Architect shall incorporate the Changes in the Work into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor in accordance with the Contract Documents. The Architect shall insist that adequate cost breakdowns and extensions be provided by the Contractor when considering changes to the Contract Sum. The Architect shall insist that the Contract clearly identify impact to the Critical Path of the Project Schedule when considering changes in Contract Time. The Architect shall only recommend Time Extensions be granted the Contractor where the Contractor clearly demonstrates that the change in the Work extends the duration of the Project.

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of ~~final completion~~; Final Completion, as defined in the Contract Documents; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the ~~Owner~~ Owner’s Designated Representative 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 the Work is found to be ~~substantially complete~~, Substantially Complete, as defined in the Contract Documents, 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.

PAGE 13

§ 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. The one-year warranty inspections and recommendations shall be provided at no additional cost to the Owner.

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§ 4.1.1	Programming (B202™ 2009)		
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§ 4.1.6	Building Information Modeling (B202™ 2008) information modeling		
§ 4.1.7	Off Site Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	§ 4.1.8 Architectural Interior Design (B252™ 2007)		
§ 4.1.10	§ 4.1.9 Value Analysis (B204™ 2007)		
	§ 4.1.11 Detailed cost estimating		
§ 4.1.10	On-site project representation		
§ 4.1.12	On site Project Representation (B207™ 2008)		
§ 4.1.13	§ 4.1.11 Conformed construction documents		
§ 4.1.14	§ 4.1.12 As-Designed Record drawings		
§ 4.1.15	§ 4.1.13 As-Constructed Record drawings		
§ 4.1.16	§ 4.1.14 Post occupancy evaluation		
§ 4.1.17	§ 4.1.15 Facility Support Services (B210™ 2007)		
§ 4.1.18	§ 4.1.16 Tenant-related services		
§ 4.1.19	§ 4.1.17 Coordination of Owner’s consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22	§ 4.1.18 Commissioning		

(B211™-2007)		
§ 4.1.23 — § 4.1.19	Extensive environmentally responsible design	
§ 4.1.24 — § 4.1.20 (B214™-2012)(B214™-2007)	LEED® Certification	
§ 4.1.25 — § 4.1.21	Fast-track design services	
§ 4.1.26 — § 4.1.22 (B205™-2007)	Historic Preservation	
§ 4.1.27 — § 4.1.23	Furniture, Furnishings, and Equipment Design (B253™-2007)	

PAGE 14

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 — Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to 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;
- .5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 — To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier. 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.

§ 4.3.3 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 submittal of the Contractor
- .2 — () visits to the site by the Architect over the duration of the Project 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

§ 4.3.4 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.

§ 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. Project. 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.

...

~~§ 5.4~~ 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 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 land surveys to describe the physical characteristics of the site, and a written legal description. The Architect will provide coordination of this information as necessary for the completion of the design.

~~§ 5.5~~ The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 5.5 The Architect and its consultants will provide timely direction and identify clearly in writing any geotechnical needs of the Project. The Architect and its consultants will work closely with the Owner's Geotechnical Engineer to resolve any issues at no additional cost to the Owner.

PAGE 15

~~§ 5.8~~ 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. The Owner shall pay all fees for permits required by all authorities having jurisdiction over the Project except those fees and permits normally required by the Contractor or his subcontractors or as required in the Contract Documents.

...

~~§ 5.10~~ 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.

~~§ 5.11~~ 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. The Architect shall review the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, and promptly notify the Owner any inconsistencies between the documents and this Agreement.

...

~~§ 6.2~~ The Owner's budget for the Cost of the Work is provided in Initial Information, and may 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, 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.~~

PAGE 16

§ 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~~may cooperate with the Architect in making such adjustments.

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional ~~compensation,~~compensation and with the Owner's written authorization, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 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~~copyrights, except as provided Section 7.3.1. 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement.~~Project. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 author 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~~Upon the making of final payment to the Architect, the Owner shall receive ownership of the property rights, including copyrights, of all documents, Instruments of Service, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by the Architect or by consultants retained by the Architect for this Project; provided however, that the receipt of such ownership by the Owner shall not prevent the Architect from using or replicating an individual standard feature and functionally-required element shown in the Documents.

.1 If this Agreement is terminated pursuant to Article 9, the Owner shall receive ownership of the property rights of the Documents upon notice of termination to Architect. The Owner shall have the right to use, reproduce, and make derivative works from the Documents to complete the Project.

.2 The Owner may use, reproduce, or make derivative works from the Documents for subsequent renovation and remodeling of the Project, but shall not use, reproduce, or make derivative works from the Documents for other projects. The Owner's use of the Documents without the Architect's involvement or on other projects is at the Owner's sole risk, except for the Architect's defense and indemnification obligations as to the Owner only arising out of the work performed under this Agreement, and the Owner shall otherwise defend, 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.~~ consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses arising out of or resulting from such use.

~~.3~~ Similarly, the Architect shall obtain from its consultants property rights and rights of use that correspond to the rights given by the Architect to the Owner in this Agreement.

~~.4~~ 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. Prior to publishing and/or releasing any promotional or professional material, the Architect shall submit for the Owner's review and approval such material, which approval shall not be unreasonably withheld so long as Owner's privacy and security will not be compromised, and Owner can remain anonymous. The Architect's materials shall not include the Owner's name and address, cost of construction, cost of design, or any other information the Owner has previously advised the Architect in writing not to be disclosed.

~~§ 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.

PAGE 17

~~§ 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.

PAGE 18

~~§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

The Architect shall include similar provision to 8.2.1, 8.2.2, and 8.2.3 in all agreements with subconsultants retained for the Project, providing for mediation as the initial method for dispute resolution between parties to those agreements.

~~§ 8.3~~ ARBITRATION

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

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1~~ 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.

§ 8.2.5 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

~~§ 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 ~~If, in accordance with the payment provisions of this Agreement as modified herein, the Owner fails to make payment of undisputed amounts due the Architect, the Architect may suspend 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. such services, the Architect shall give the Owner ten (10) days prior written notice before suspending work.~~ In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of ~~services, services, unless in accordance with the arbitration provisions of this Agreement, the Architect's suspension is adjudged to be~~

unreasonable. Before resuming services, the Architect shall be paid 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. suspension. The Architect's fees for remaining services and all the time schedule 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. 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.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than In the event of termination not the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 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. **Termination for Default**

§ 9.4.1 The Owner may terminate this Agreement, in whole or in part, in writing if the Architect substantially fails to fulfill any or all of its obligations or responsibilities under this Agreement through no fault of the Owner ("termination for default"); provided that insofar as practicable, the Architect will be given: (1) not less than seven (7) calendar days' written notice of intent to terminate; and (2) an opportunity for consultation with the Owner before termination. An opportunity for consultation shall not mean the Architect can prohibit the Owner's termination of this Agreement, but the Architect shall be given reasonable notice and opportunity to correct any breach.

§ 9.4.2 If the Owner terminates for default on the part of the Architect, the Owner shall determine the amount of work satisfactorily completed to the date of termination and the amount owing to the Architect using the criteria set forth below; provided, that (1) no amount shall be allowed for anticipated profit on unperformed services or other work and (2) any payment due to the Architect at the time of termination may be adjusted to the extent of any additional costs the Owner incurs because of the Architect's default. In such event, the Owner shall consider the actual costs incurred by the Architect in performing the Project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, whether that work is in a form or of a type which is usable and suitable to the Owner at the date of termination, the cost to the Owner of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the Owner of the Project work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the compensation as set forth in Paragraph 11.1 set forth in this Agreement. This provision shall not preclude the Owner from filing claims to secure compensation for damages incurred beyond that covered with withheld payments.

§ 9.4.3 In the event of any termination under Article 9, the Architect consents to Owner selecting of another architect of Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorized the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect, which are requested by Owner after termination shall be fairly compensated by Owner in accordance with the provisions of Paragraph 11 of the Agreement as modified herein.

§ 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. 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.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

~~§ 9.8 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 11.9.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located.~~

PAGE 19

~~§ 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 information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

PAGE 20

§ 10.9 Indemnity:

A. Claims other than those pertaining to Professional Liability: To the fullest extent of the law, Architect shall save, defend and hold harmless Owner and its directors, officers, agents (including the Owner's Project Manager) and employees from all claims, suits or actions of whatsoever nature, including intentional acts, resulting from or arising out of the negligent activities of Architect and/or its consultants, partners, agent or employees acting under this Agreement or any supplement, regardless of whether or not such claim, suit or action is caused in part by a party indemnified hereunder. This defense and indemnification obligation shall include, but is not limited to, all claims against the Owner by an employee or former employee of the Architect or its consultants. For this purpose, the Architect expressly waives, as respect to the Owner only, all immunity and limitation under any Industrial Insurance Act, other Workers' Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. BY INITIALING BELOW, THE PARTIES CERTIFY THAT THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

Initials

Initials

B. Claims for Professional Liability: To the fullest extent of the law, Architect shall save, defend and hold harmless Owner and its directors, officers, agents and employees from all claims, suits or actions out of the professional negligent act, errors or omissions of Architect and/or its consultants, partners, joint venturers, agents or employees acting under this Agreement or supplement.

§ 10.10 Compliance with Requirements/Applicable Laws/Governing Law: Work done by Architect shall meet Owner's requirements and shall comply with federal, state, county and local laws, ordinances, regulations application to the work to be performed under this Agreement at the time the construction contract is signed. Architect also specifically agrees to comply with applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Architect shall also comply with the Americans with Disabilities Act of 1990 and regulations and administrative rules established pursuant to those laws.

§ 10.11 The Architect hereby represents, promises and warrants to Owner that the Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that the Architect has visited the site for the Project and thoroughly familiarized itself with the local

conditions under which the services required hereunder are to be performed; and that the Architect shall correlate its observations of same with of the requirements of this Agreement and with the construction contract documents.

The construction, drawings and specifications or other construction documents or construction contract documents submitted by the Architect to Owner for approval or to any contractors for bidding or negotiations shall be completed and unambiguous and in compliance with applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the Architect at the time of such submission. By submitting same for construction contract purposes, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports which are necessary or advisable to be performed by or for the Owner at that point in time. The Architect shall additionally confirm these facts in writing at such time, if Owner so requests.

...

See Exhibit _____ - Fee Addendum

PAGE 21

See Exhibit _____ Hourly Rates

...

See Exhibit _____ Hourly Rates

§ 11.4 Compensation for 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 otherwise stated below:

PAGE 22

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, ~~or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~Project;

...

§ 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.~~(____) of the expenses incurred. The total amount paid by the Owner for Reimbursable Expenses incurred by the Architect and the Architect's consultants shall not exceed the estimated allowance of \$ _____, without prior written approval from the Owner.

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

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%

...

~~2~~ AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

~~3~~ 2 Other documents:

...

List Exhibits

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 17:49:22 on 05/10/2016 under Order No. 3294902806_1 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™ – 2007, 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)