



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of October in the year Two Thousand Twenty Five

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

and the Architect:

(Name, legal status, address and other information)

Harley Ellis Devereaux Corporation
123 West 5th Street
Royal Oak, Michigan 48067
(248) 262-1500

for the following Project:

(Name, location and detailed description)

The City of Novi
New Public Safety Facilities, including a New Centralized Public Safety Headquarters that will co-locate the Novi Police Station and Fire Station #1, two (2) New Fire Department Facilities, and Renovations and Improvements to Fire Station #4.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

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

Fire Stations #1, 2 and 3 were built in the late 1970s/early 1980s, are modest in size (3,880, 5,117, and 9,980 s.f.) and lack the program needs for modern fire stations serving the population size of the City today and in the future. Some of the building and site program deficiencies include inadequate separation of clean areas (or "cold zones") from first responders' dirty and potentially contaminated (or "hot/warm zone") areas. It is important to separate these areas to avoid contaminants from a fire event entering the living environment of the fire station staff. It was also noted that sleeping quarters and associated support spaces for first responders were undersized, lacked privacy, and often had limited or nonexistent separation for male/female accommodations.

To right-size the buildings for the City community, a three-apparatus bay fire station would be the standard for operations. Currently, only one station (Fire Station No. 1) contains three bays. The remaining two stations have two bays and are unable to expand to accommodate an additional bay due to site size restrictions. The included space programming report provides a recommendation for the City of Novi to have their fire station buildings accommodate a minimum of three bays and 14,500 s.f. of programmed area on a minimum 2 acres. This recommendation cannot be supported by either Fire Station No. 2 on the north end of the City or Fire Station No. 3 on the south end of the City. For these reasons, both Fire Station No. 2 & 3 will be relocated to different sites and new +/-14,500 s.f. facilities will be built.

The existing City of Novi Police Station was built in 1980. Although well maintained, the building lacks adequate program space needs to serve the City of Novi's existing and future population. The age of the building will dictate the need for consistent investment into capital improvements related to the mechanical, electrical, plumbing, IT, and security systems, all of which have exceeded their useful life. The existing building contains approximately 38,000 s.f., but the space programming report recommends a programmed building of 54,000 s.f. to meet current and future public safety needs. The dispatch area and support spaces are undersized, the locker facilities need upgrading, and the evidence and storage rooms are undersized to meet current operations. Based on the growing City of Novi community

needs as well as the programed spaces that are deficient in the current building, a new, more efficient facility is desired. In addition to the public safety portion of the building is a +/- 19,000 s.f. 4 bay Fire Station No. 1 which is currently operates on Grand River just southwest of the proposed public safety site and a +/-6,400 square foot fleet maintenance garage. The total square footage of the proposed facility is +/-79,400 square feet. Fire Station No. 4 is located at 49375 Ten Mile Road, at the intersection of Ten Mile and Wixom Roads and will require miscellaneous MEP and architectural renovation work, as further detailed in the Owner's Request for Proposals dated July 15, 2025, including any Addenda (collectively the "RFP"), which RFP is incorporated herein by this reference.

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

As set forth in the Owner's RFP.

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

- Public Safety Building: 42250 11 Mile Road, Novi, Michigan
- FS No. 2: Location TBD; lot size of 2-3 acres
- FS No. 3: Location TBD; lot size of 2-3 acres
- FS No. 4: 49375 W 10 Mile Road, Novi, Michigan

§ 1.1.3 The Owner's Stated Limitation on the Cost of the Work (SLCW) is set forth below. The SLCW shall include the Cost of the Work, as defined in Article 6 of this Agreement, as well as all other elements of the Project for which the Architect has responsibility (furnishing, fixtures, equipment, etc. will be included for proposed fee, if accepted by the Owner). Any services provided under this Agreement are subject to the SLCW as specified below. In the absence of an express provision to the contrary in this Agreement, the Architect shall perform the required services in a manner that will render a Cost of the Work for the Project that does not exceed the most current Owner-approved SLCW. Subject only to written amendment at the Owner's sole discretion, the SLCW shall be:
(Provide total and, if known, a line item breakdown.)

Overall Project Budget is One Hundred Million (\$100,000,000); the Cost of the Work is Sixty Six Million Dollars (\$66,000,000), which is broken down as follows:

Public Safety Building & Fleet Garage: \$47,000,000
Fire Station No. 1: \$8,500,000
Fire Station No. 2: \$8,500,000
Fire Station No. 4: \$2,000,000

The above approximate budget amounts are the Cost-of-Work inclusive of hard construction, sitework, permits, and Construction Manager's costs.

§ 1.1.4 Subject to amendment by the Owner, the Project's design milestones and anticipated construction milestone dates shall be:

- .1** Design Phase Milestone dates, if any:
- | | |
|------------------------------|-------------------|
| Commence Program Validation: | October 1, 2025 |
| Complete Program Validation: | November 14, 2025 |
| Commence Schematic Design: | November 17, 2025 |
| Complete Schematic Design: | February 20, 2026 |

Start Design Development: March 2, 2026
 Complete Design Development: July 30, 2026

Start Construction Documents: August 3, 2026
 Complete Construction Documents: January 15, 2027

In the event that Construction Documents are to be issued in multiple bid packages, the Architect shall coordinate its services with the Owner's Construction Manager to satisfy the bid package publication dates. The Architect shall submit for the Owner's written approval a schedule, in accordance with the Design Phase Milestones, for the performance of the Architect's services and, following Owner's approval, shall only be adjusted by mutual agreement as the Project proceeds. The schedule shall include adequate allowances for the time required for the Owner's reviews, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule and accepted by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

.2 Construction commencement date:

Public Safety Building: April, 2027
 Fire Stations #2, 3, and 4: April, 2028

.3 Substantial Completion date or dates:

Public Safety Building: October, 2028
 Fire Stations #2, 3, and 4: September, 2029

.4 Other milestone dates:

As set forth in the Preliminary Project Milestone Schedule, attached hereto as Exhibit J.

§ 1.1.5 Subject to amendment by the Owner, at the Owner's discretion, the Project's intended procurement and delivery method for the Project is:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager as Constructor.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 reserved

§ 1.1.7 The Owner identifies the following representatives:

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

.1 Owner's Designated Representative

The Owner identifies the following individual as its Owner's Designated Representative. The Owner may change the designated representative upon written notice to the Architect; and the Owner may modify the scope of authority of the designated representative in like manner.

Victor Cardenas, City Manager
 City of Novi
 45175 Ten Mile Road
 Novi, MI 48375

.2 Owner's Representative Consultant

The Owner has engaged Plante Moran Realpoint, LLC as an Owner's Representative Consultant on the Project. The Architect shall keep the Owner and Owner's Representative Consultant informed in matters regarding the Project. Unless otherwise provided in this Agreement or specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project. The following individual, subject to change upon written notification to the Architect, shall be primary contact for the Owner's Representative Consultant:

Todd Fenton, Vice President
 Plante Moran Realpoint, LLC
 3000 Town Center; Suite 100
 Southfield, MI 48075
 todd.fenton@plantemoran.com; (248) 223-3521

§ 1.1.8 The persons or entities, in addition to the Owner's representatives identified in Section 1.1.7, who are required to review the Architect's submittals to the Owner are as follows:

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

To be determined at the discretion of the Owner.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical/Material Testing Engineer:

to be determined.

.2

(Paragraphs deleted)

Other, if any:

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

Commissioning Agent
 to be determined.

Move Management Consultant
 to be determined.

Furniture Consultant
 to be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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

Chris Vogelheim, Principal/Client Manager
 Harley Ellis Devereaux Corporation
 123 West 5th Street
 Royal Oak, Michigan 48067
 (248) 262-1500

§ 1.1.11 As part of its Basic Services, the Architect shall retain the following consultants:

.1 Civil Engineer:

Spalding, DeDecker & Associates, Inc.
905 South Blvd East
Rochester Hills, Michigan 48307
248 844-5400

.2 Structural Engineer:

Architect to self-perform

.3 Mechanical Engineer:

Architect to self-perform

.4 Electrical Engineer:

Architect to self-perform

.5 Landscape Designer:

Spalding DeDecker Associates
905 South Blvd East
Rochester Hills, Michigan 48307
248 844-5400

.6 Other, if any:

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

Public Safety Consultant:
BRW Consulting
2101 Blendon Place
St. Louis, MO 63143

(Paragraphs deleted)

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

As set forth in the Owner's RFP.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may, when appropriate, agree in writing to adjust the terms of this Agreement accordingly. The Owner, in its sole discretion, may adjust the SLCW and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Without in anyway limiting or restricting the Owner's rights or use of the Instruments of Service, the Architect and Contractor shall agree upon protocols governing the transmission of Instruments of Service or any other information or documentation in digital form as set forth in the AIA Document A201-2017.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 General Conditions.

The general conditions of the contract shall be as set forth in AIA Document A201™-2017, as modified, which document is attached hereto and incorporated herein by reference. Reference in this Agreement to the AIA Document

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A201™-2017 or the General Conditions of the contract shall mean the AIA Document A201™-2017 as modified and attached hereto.

§ 1.4.1 Defined Terms.

Terms which are defined in the AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified, shall have the same meaning when used in this Agreement or other Contract Documents. Because Project's delivery method may be subject to change, the terms "Contractor" and "Construction Manager" shall have the same meaning.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect understands the Owner is relying on its skill, education, and experience providing design services on similar projects. The Architect will perform its services with all due care that would be followed on a comparable project by a reasonably skilled design professional in the same field, working in the locality of the Project. The Architect's consultants will meet this same standard. The services to be provided by the Architect include all work necessary to accomplish the services within this standard of care for the stated compensation and expeditiously and in accordance with the Section 1.1.4. Architect represents that: (a) it possesses of the necessary experience and competence in the design, business administration, design, and contract administration of projects of similar or like size, complexity, and nature of the Project; (b) the Owner is relying on the Architect's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the Architect will, in addition to the key team members, assign to this Project similarly qualified professional architect(s) and other professionals as needed to deliver quality performance; and (d) the compensation under Section 11.1 is adequate for the timely and quality performance of the Architect's Basic Services. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its services with applicable local, state, and federal statutes, and regulations.

§ 2.2.1 The Architect shall coordinate all design disciplines required for the Project, whether work in those disciplines is provided by the Architect or its consultants, by consultants retained by the Owner, or by the Construction Manager. The Architect shall provide prompt written notice to the Owner in the event the Architect becomes aware of any error, omission, or inconsistency in such services or information provided by others. The Architect will also advise the Owner if additional detail or information is necessary for the proper coordination and integration of the services and deliverables produced by the Owner's separate design consultants or by the Construction Manager into the Architect's deliverables. Architect's coordination of design shall not relieve the Owner Consultants nor the Construction Manager's Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice.

§ 2.3 The Architect's representative identified in Section 1.1.10 is authorized to act, and fully bind the Architect and commit the Architect's resources, on behalf of the Architect with respect to the Project.

§ 2.3.1 The Architect's key team members are:

(List of key staff members assigned to the Project and their respective roles)

Team Member Name	Assignment
Chris Vogelheim,	Client Manager
Steven Jackson,	Project Manager
James Hamilton,	Design Manager
Chris Sano,	Lead Project Designer
Coby Pewitt,	Police Operations Specialist
Carol Kesler,	Firehouse Design Specialist
Fred Meinberg,	Project Architect
Kelli Herman,	National Community Strategist
Mark Mortimer,	Associate Designer

Tom Sovel (SDA),
Robert E. Ford (SDA),

Lead Civil Engineer
Lead Landscape Architect

and as detailed in Exhibit F, Architect's Organization Chart/Key Personnel.

§ 2.3.2 The services of the Architect's key team members are deemed to be personal in nature as to these key team members, and the continuity in the Project's team is valuable to the Owner. Therefore, the Architect shall not substitute, or permit to be substituted, a key team member for convenience without the Owner's prior written approval which shall be at the Owner's sole discretion.

§ 2.3.3 Not Used

§ 2.3.4 Not Used

§ 2.3.4.1 If a key team member is substituted for any reason, the Owner shall have the right to interview and select alternate Team member(s) employed by the Architect to replace the unavailable Team member. The Architect shall agree to provide the services of the alternate team member(s) selected by Owner.

§ 2.3.4.2 Substitution of any key team member for any reason shall not entitle the Architect to an Additional Service, however, where cost of the replacement of key team members is less than that key team member being replaced the Owner shall be entitled to a commensurate reduction in the Architect's Compensation.

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

§ 2.5 Following all major Design Phases, Architect shall prepare and present a community overview presentation to the City Council. Additionally, for the Fire Station #2 and #3 Projects, the Architect shall prepare presentations and attend two (2) community meetings to review overall Project impact on the community and neighboring properties.

(Paragraphs deleted)

§ 2.6 **Insurance.** The Architect and, unless otherwise agreed to by the parties in writing, the Architect's consultants and subconsultants shall maintain the insurance detailed in **Attachment A** at no additional cost to the Owner. Insurance carriers providing the required insurance policies shall be authorized by the State of Michigan, have an A.M. Best's Rating of "A" or better, and be reasonably acceptable to the Owner. The Architect shall notify the Owner whether, during the required coverage period, any of the required coverage either becomes unavailable or the Architect's coverage deviates, or limits are eroded, from the requirements set forth under this Agreement. In addition to the Architect, the Architect's consultants shall maintain insurance in accordance with the requirements of Attachment A and this Section 2.6.

§ 2.6.1 - 2.6.6 See Attachment A.

(Paragraph deleted)

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, its elected and appointed officials, employees, agents and volunteers, and Plante Moran Realpoint, LLC as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Architect shall have no right of subrogation against Owner.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The maintenance of the insurance in strict compliance with the requirement of this Section 2.6 shall be condition precedent to Owner's Obligation to make any payment under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty days prior to any cancellation, except ten (10) days for non-payment of premium. In the event that any aggregate limit in this Section 2.6, for any reason whatsoever, becomes eroded below the required limits, the Architect shall provide the Owner with

written notice, and, at Owner's direction, shall take necessary action to restore the required limits at the Architect's expense.

§ 2.6.9 Except for Professional Liability Insurance which shall be maintained for a period not less than the applicable statute of limitation or statute of repose, the Architect shall maintain the insurance required under this Agreement for the duration of the Agreement. If any of Architect's insurance policies are "claims-made" policies, Architect shall purchase, at its own expense, "tail" coverage in the event of a termination or disruption of such policy.

(Paragraph deleted)

§ 2.7 The Architect represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and obligations under this Agreement and under the Contract Documents.

§ 2.8 The Architect and Architect's consultants shall maintain all necessary licenses, permits or other authorizations necessary to act as licensed (or registered) design professionals for the Project until the Architect's and Architect's consultants' duties hereunder have been fully satisfied.

§ 2.9 Architect's Consultants.

The Architect may retain such consultants as it reasonably deems necessary to assist in the performance of its services, however, the Architect remains responsible for the complete and proper performance of this Agreement. In the event the Architect deviates from the consultants listed in Section 1.1.11, the Architect shall submit the name, qualifications, cost, and proposed scope of work for each consultant to the Owner for its review and approval prior to retaining the consultant. The Architect shall not retain a consultant to which the Owner has made a reasonable objection. The Architect is not obligated to retain a consultant recommended by the Owner to which the Architect has made a reasonable objection.

§ 2.9.1 The Architect shall be responsible to the Owner for the acts and the omissions of the Architect's consultants. The Architect shall require each consultant, to the extent of the services to be performed by it, to be bound to the Architect by terms of this Agreement and to assume toward the Architect all the obligations and responsibilities that the Architect assumes toward the Owner, including, but not limited to, the standard of care, insurance requirements, ownership and licensing of intellectual property, and participation in dispute resolution proceedings. Each consulting agreement shall preserve and protect the rights of the Owner to enforce its rights and remedies against the consultant as a third-party beneficiary of the agreement.

§ 2.9.2 Unless expressly agreed to in writing by the Owner, the cost of the Architect's consultants shall be borne by the Architect and shall not be passed to the Owner as a Reimbursable Expense.

§2.10 Material Change in Circumstances.

The Architect shall notify the Owner in the event of a potential or actual: (a) material change in ownership of the Architect; (b) intent to dissolve; or (c) intent to otherwise cease active participation in the Project's local marketplace (collectively a "Material Change in Circumstances"). A Material Change in Circumstances shall include any other change that could reasonably give rise to concern on behalf of the Owner regarding the Architect's ability or willingness to fulfill any of its obligations under this Agreement. In the event of a Material Change in Circumstances, the Architect shall provide any reasonable assurance or guarantee requested by Owner. Owner shall have the right to terminate this Agreement for cause in the event of a Material Change in Circumstances.

§2.11 Time is of the essence in the performance of the Architect's services. The Architect shall perform its services expeditiously and with the professional skill and care necessary to ensure the orderly and timely progress of the Project. This includes promptly processing all submittals and requests for information to avoid delay or disruption of work on the Project and delay in the Project's completion. The Architect shall be responsible for the direct costs of all delays or disruptions in the progress or completion of the work on the Project to the extent it proximately causes them.

§ 2.12 Delegated Design

§ 2.12.1 In the event the Architect intends to allocate or delegate responsibility for part of the Work's design to the Construction Manager, the Architect will provide the Owner with a written explanation of the rationale for the allocation or delegation. The Architect will include an assessment of the risk associated with the proposed

performance parameters, baseline conditions, and the design options the Construction Manager is likely to pursue and an assessment of the potential impact each of them will have on the SLCW and Project. The Owner's express written prior approval is required for any such allocation or delegation.

§ 2.12.2 Prior to publishing any Drawings or Specifications that delegate design responsibility for part of the Work's design to the Construction Manager, the Architect shall develop the proposed performance parameters and the baseline conditions that the Construction Manager must base its design upon.

§ 2.13 Site Safety

The Architect understands its services may require its employees and the employees of its consultants to enter the Project site, on which potentially dangerous activities may be taking place. The Architect is fully responsible for the safety of its, its employees, and its consultants' employees and shall take all necessary precautions to fulfill this duty, including compliance with any site safety plan being implemented by the Owner, Contractor, or Construction Manager.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect shall provide all professional services necessary for the complete design and construction documentation of the Project necessary for the Owner's intended use and shall include, without limitation, civil engineering, structural engineering, mechanical engineering, electrical engineering, site landscaping design, and interior design services, and interior and exterior signage, including wayfinding and kitchen design to properly completely design the Project and prepare Construction Documents that fully indicate the requirements for the Work, whether or not those services are individually listed or referred to in this Agreement, with the only exceptions being: (a) the cost of those services that are provided by third parties that are expressly designated herein as being "the Owner's Responsibility" or "Owner-provided"; (b) the cost of those engineering or consulting services that become necessary as a result of a written and material Owner-directed change in the Project scope affecting the Architect; and (c) Architect's clearly defined exclusions, which have been provided to the Owner in writing. Accordingly, the Owner and the Architect acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement that are reasonably incidental to, and are required for, the proper performance and provision of the Basic Services and Supplemental Services and are a necessary and inherent part of, or a necessary sub-part included within, the Basic Services and Supplemental Services. To the extent reasonably incidental to and consistent with the Basic Services and Supplemental Services such functions, responsibilities, activities, and tasks shall be deemed to be implied and included within the scope of the Basic Services and Supplemental Services to the same extent and in the same manner as if specifically described in this Agreement, at no additional cost to the Owner. Mechanical engineering shall include, but is not limited to, plumbing, heating, ventilating, air-conditioning (cooling), temperature controls, and fire-protection system design and coordination. Electrical engineering shall also include information technology, audio visual and low voltage building system coordination with the Owner's and their consultants. Services expressly excluded from Basic Services or Supplemental are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services and those provided by its consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall coordinate the services provided by the Architect and the Architect's consultants, and meetings and communications between the Architect, its consultants, Owner, and Owner's consultants.

§ 3.1.2 The Architect shall coordinate its services with those activities provided by the Owner and the activities of the Owner's other consultants. The Architect shall coordinate and assist the Owner in obtaining the information and services described in Sections 5.4 and 5.5. Architect's coordination of design shall not relieve the Owner Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness of information furnished by the Owner and the Owner's consultants upon the Architect's careful review of such and information and when that information is expressly designated in writing by the Owner to be reliable. 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, and consistent with the milestones set forth in Section 1.1.4, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services.

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The schedule initially shall include anticipated dates for design services furnished by the Architect, completion of documentation provided by the Architect, public utilities application and installation schedules, governmental agency review and permitting schedules, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants and vendors, and for approval of submissions by authorities having jurisdiction over the Project. Once accepted by the Owner in writing, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's written approval, the Architect may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall provide timely written notice to Owner outlining specific concerns or inconsistencies with the Contract Documents and the Architect shall not be responsible for an Owner's directive or substitution or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall, at the appropriate times, contact the necessary governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall prepare the Contract Documents in accordance with known applicable design requirements imposed by those authorities and entities. Prior to commencing Schematic Design Services, the Architect shall obtain, and evaluate the accuracy of drawings or other information depicting the utilities servicing the Project site or which may be affected by the Project and shall advise the Owner on any apparent discrepancies or incomplete information and suggest additional testing or surveys which might be desirable to understand the existing conditions affecting the Project so as to assist in avoiding differing site condition opinions arising during construction.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in connection with related services as requested by the Owner and governmental authorities having jurisdiction and/or reasonably required for the Project.

§ 3.1.7 As requested by the Owner or necessitated by the Project, the Architect shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program, cost, and aesthetics in developing the design for the Project. The Architect shall also consider value engineering proposals by the Construction Manager in the various phases of its design services.

§ 3.1.8 Upon request of the Owner, the Architect shall make presentations to explain the design of the Project to representatives of the Owner. When making such presentations, the Architect shall correlate the design to the Owner's established SLCW and schedule. If the Construction Manager's estimated Cost of the Work and schedule, on which the Architect has collaborated, exceeds the Owner's established SLCW and schedule, the Architect shall also present remedies or alternative designs to bring the estimated Cost of the Work within the Owner's established SLCW and schedule without sacrificing the Owner's Program and intent of the Project as established in the Initial Information in Article 1. Value engineering alternatives shall be implemented upon written acceptance by Owner.

§ 3.1.9 Subject to Section 5.16, the Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design.

§ 3.1.10 Architect shall furnish to the Owner as part of its Basic Services a complete reproducible set of As-Designed Record Drawings, and electronic files in AUTOCAD, or other file format acceptable to the Owner, prepared by the Architect, showing significant changes in the Project resulting from addenda, accepted or deleted alternates, field orders, construction change directives, bulletins, and/or from marked-up prints, drawings and/or other data generated by the Construction Manager during the course of construction of the Project. These drawings need not include minor changes in the routing of conduit runs and plumbing lines, the exact order of wiring, receptacles or lighting fixtures.

§ 3.1.11 The Architect's Basic Services includes providing service to investigate existing conditions in facilities and, if necessary, to make measured drawings and phasing drawings thereof with respect to demolition, facility renovation and addition. Where phased construction is planned or required, Architect's phasing drawings shall include interfacing of building systems and components during phased construction to maintain operation of building systems, building access and security, and site traffic and parking requirements as may be necessary.

§ 3.1.12 The Architect's Basic Services include design and layout of equipment, and apparatus within new construction and renovated areas.

§ 3.1.13 The Architect's Basic Services include such services made necessary by the default of the Construction Manager, or by major defects or deficiencies in the Work of the Construction Manager, provided that such defects or deficiencies are caused, as mutually agreed upon, in whole or in part by an act or omission of the Architect.

§ 3.1.14 NOT USED

§ 3.1.15 Programming. The Architect shall provide as part of its basic services the Programming Validation Services, as detailed in Exhibit A, Design Phase Deliverables.

§ 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 and prepare designs and documents accordingly.

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall incorporate the Owner's feedback in the design and documents.

§ 3.2.4 Based on the Owner's Project requirements, the Architect shall prepare and present, for the Owner's approval, multiple preliminary designs illustrating the scale and relationship of the Project components.

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

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

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

§ 3.2.6 The Owner intends to engage a Construction Manager to assist with preconstruction activities including estimating the Cost of the Work. The Architect shall cooperate with and assist the Construction Manager with preparing an estimate of the Cost of the Work. The estimate shall include a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. This estimate shall be based on the Project's current area, volume, or other similar conceptual estimating techniques. If that estimate does not conform to the initial Owner-provided SLCW the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the current SLCW.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's written approval. If Owner requests changes to the Schematic Design Documents, the Architect shall, where feasible, revise as requested by the Owner and provide updated Schematic Design Documents for Owner's review.

§ 3.2.8 In addition to the requirements set forth above, Architect's Schematic Design documents shall also include the minimum requirements for Schematic Design drawings and specifications described in Exhibit A, Design Phase Deliverables.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall assist the Construction Manager in providing an updated estimate of the Cost of the Work for the Owner's approval based upon the Design Development package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes which will bring the design within the Cost of the Work and the current SLCW.

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

§ 3.3.4 In addition to the requirements set forth above, Architect's Design Development documents shall also include the minimum requirements for Design Development drawings and specifications described in Exhibit A, Design Phase Deliverables.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's 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 consist of coordinated Drawings and Specifications setting forth in all sufficient detail the materials, systems, and all other requirements necessary for the complete construction of the Work. In order to perform the Work, the Construction Manager will provide supplemental information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Owner and Architect acknowledge that such supplemental information shall not relieve the Architect of its obligation to fully design and describe the Work.

§ 3.4.2 The Architect shall prepare Construction Documents that strictly conform with current applicable laws, codes, ordinances, regulations, and other requirements in effect at the time of permit issuance by applicable government authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner, the Construction Manager, and the Owner's Representative Consultant in the development and preparation of (a) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (b) the form of agreement between the Owner and Construction Manager; and (c) 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. The Architect shall not distribute any bidding or procurement information to any third party without the Owner's prior written approval. The Work may be divided into one or more sets of (or bid packs), at the Owner's discretion and the Architect shall provide the Construction Documents accordingly.

§ 3.4.4 The Architect shall assist the Construction Manager in providing an updated itemized estimate of the Cost of the Work based upon the Construction Documents produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the then-current SLCW. If the Owner has engaged a Construction Manager or estimator for pre-construction services on the project, the Architect shall cooperate with, review, and assist such party in preparing any preconstruction estimates.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall cooperate with and assist the Owner and its Construction Manager in (a) obtaining either competitive bids or negotiated proposals; (b) confirming responsiveness of bids or proposals; (c) determining the successful bid or proposal, if any; and, (d) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements, bidding information, bidding forms, and proposed contract forms, General and Supplementary Conditions, specifications, and drawings and any other necessary Contract Documents. The bidding and contract forms shall use the unabridged AIA Contract Documents, modified as necessary and as appropriate.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .5 participating in selection interviews and negotiations with prospective contractors, and major subcontractors, vendors and suppliers; and following up with preparing a summary report of the interviews and negotiation results.

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

§ 3.5.2.4 Upon issuance of Construction Documents for bidding, the Architect shall provide, at no cost to the Owner, the Construction Manager, or the bidders upon request, necessary usable AutoCAD drawings that facilitate dimension and quantity take-offs, overlay of fire suppression systems, communication, annunciation and security systems, and furniture layout, etc. The Architect shall protect the electronic versions of Construction Documents to ensure they cannot be used for purposes other than bidding.

§ 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 and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and
- .4 if required and directed by the Owner, participating in negotiations with prospective contractors, major subcontractors, vendors and suppliers, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.5.3.4 The Architect shall review contracts and Modifications between the Owner and Contractor / Construction Manager that enumerate the Contract Documents and certify that such instruments accurately enumerate the complete set of Contract Documents describing the Work.

§ 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 Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified and incorporated into this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract for Construction, shall be enforceable under this Agreement to the extent that they are not inconsistent with this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work, except as provided in Section 3.6.2.

§ 3.6.1.3 Except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's Notice of Commencement to the Construction Manager and concludes on the date the Owner acknowledges and accepts the Architect's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall make visits to the site at intervals every other week during the execution of the Work. Site visits and observations by the Architect are not intended to be exhaustive or to involve detailed inspections of the work beyond the responsibilities specifically assigned to the Architect in this Agreement and the Contract Documents, but rather are intended to include general observation of the Work based on the Architect's exercise of professional judgment to determine in general if such work is proceeding in accordance with the Contract Documents to guard the Owner against defects and deficiencies in the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner: (a) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager, and (b) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed.

§ 3.6.2.3 The Architect shall interpret and advise the Owner of its interpretation of matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Nothing in this Agreement, nor in the A201-2017, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval.

§ 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.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents; however, the Architect’s initial decisions shall not bind the Owner in the absence of the Owner’s express written acceptance of it.

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 In the event the Architect reviews a Construction Manager’s submittal that pertains to a performance specification or to a delegated part of the design, the Architect will conduct a thorough review of the submittal to ensure the Contractor’s or Construction Manager’s design adequately conforms to the performance parameters and accounts for baseline conditions the Architect has previously identified. The Architect shall ensure the submittal bears the appropriate professional’s seal and signature. The Architect shall be entitled to rely upon properly sealed and signed submittals, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals; however, the Architect remains responsible to coordinate and integrate their design with the rest of the design for the Project.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. As set forth in the AIA Document A201-2017, the Architect and Construction Manager shall establish and adhere to protocols for the submission and review of requests for information.

§ 3.6.4.5 The Architect shall maintain an organized record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 Subject to the approval of the Owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. All authorizations for minor changes in the Work shall be in writing or confirmed by the Architect in writing within twenty- four (24) hours of authorization of the Change. The Architect shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect the Contract Time or Contract Sum. The Architect shall review and assist in preparing Change Orders and Construction Change Directives (along with all necessary descriptive drawings, specifications, or other documents to fully describe any changes to the Work) for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall review requests by the Owner, Contractor, or Construction Manager for changes in the Work. The review shall include the Architect's evaluation of the proposed change's impact on the Owner's program, the duration of the Project, the cost of the Project, and the design intent expressed by the Construction Documents. The Architect shall summarize its evaluation in a written report to the Owner within any time limits agreed upon, within any time limit set forth on the request for change, and without causing delay to the progress of the Work. The Architect shall prepare and issue revised Construction Documents as necessary to implement proposed changes in the Work that have been accepted by or directed by the Owner or Construction Manager.

§ 3.6.5.3 The Architect shall maintain a complete organized set of Contract Documents including any Modifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion, to identify Work to be completed or corrected after Substantial Completion and before Final Completion, and the date of final completion;
- .2 issue an "Architect's Punch List" of Work to be completed or corrected after Substantial Completion and before Final Completion;
- .3 when the necessary conditions of the Contract Documents are satisfied, issue Certificates of Substantial Completion in the form of an AIA G704;
- .4 collect, organize, and forward to the Owner, for the Owner's review and records, written warranties and all other related documents required by the Contract Documents and received from the Construction Manager; and
- .5 when in compliance with all requirements of the Contract Documents, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the estimated cost to perform all Work to be completed or corrected, the balance of the Contract Sum remaining to be paid the Construction Manager, and 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 Construction Manager: (a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final

payment; (b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (c) any other documentation required of the Construction Manager 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 In addition to the Basic Services required of the Architect by Article 3, the Architect shall provide the Supplemental Services specifically identified in the table below as the Architect's responsibility. The Owner shall compensate the Architect for these services as part of the Architect's basic compensation as provided in Section 11.1. Unless otherwise specifically addressed in this Agreement, if the Architect is not designated as providing the service, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility (Architect, by Others or not provided)
§ 4.1.1.1 Programming (Row deleted)	Architect to validate Owner's Program
§ 4.1.1.2 Measured drawings	Architect's Basic Service
§ 4.1.1.3 Existing facilities surveys	Owner
§ 4.1.1.4 Site evaluation and planning	Architect to validate Owner's Program
§ 4.1.1.5 Building Information Model management responsibilities	Not Provided
§ 4.1.1.6 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.7 Civil engineering	Architect's Basic Service
§ 4.1.1.8 Landscape design	Architect's Basic Service
§ 4.1.1.9 Architectural interior design	Architect's Basic Service
§ 4.1.1.10 Value analysis (Row deleted)	Architect to assist Construction Manager
§ 4.1.1.11 Detailed cost estimating beyond that required in Section 6.3	Architect to assist Construction Manager
§ 4.1.1.12 On-site Project representation (Row deleted)	Architect's Basic Service; see 3.6.2.1
§ 4.1.1.13 Conformed documents for construction	Architect's Basic Service
§ 4.1.1.14 As-designed record drawings	Architect's Basic Service
§ 4.1.1.15 As-constructed record drawings	Not Provided
§ 4.1.1.16 Post-occupancy evaluation	Not Provided
§ 4.1.1.17 Facility support services	Not Provided
§ 4.1.1.18 Tenant-related services	Not Provided
§ 4.1.1.19 Architect's coordination of the Owner's consultants	Architect's Basic Service
§ 4.1.1.20 Telecommunications/data design (Row deleted)	Architect to Coordinate with Technology Design Consultant
§ 4.1.1.21 Security design (Row deleted)	Architect to Coordinate with Technology Design Consultant
§ 4.1.1.22 Commissioning	Architect to coordinate with Commissioning Agent

Init.

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User Notes:

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§ 4.1.1.23 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.24 Fast-track design services	Not Provided
§ 4.1.1.25 Multiple bid packages	Architect's Basic Service
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect to coordinate with FF&E Vendor, if not included within the Architect's Basic Service
<i>(Row deleted)</i>	
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services:	-----
§ 4.1.1.29.1 Interior and Exterior Signage including interior and exterior wayfinding	Architect's Basic Service

§ 4.1.2 Description of Supplemental Services**§ 4.1.2.1***(Paragraphs deleted)*

Not Used.

*(Paragraphs deleted)***§ 4.1.3 reserved****§ 4.2 Architect's Additional Services***(Paragraphs deleted)***or Reduced Services****§ 4.2.1***(Paragraphs deleted)*

With the Owner's prior written permission, the Architect may provide Additional Services after execution of this Agreement without invalidating it. These Additional Services may be requested by the Owner or suggested by the Architect, but in all cases, the Architect shall obtain the Owner's written authorization to provide the Additional Services and written approval of the basis of compensation for them before providing them. The Architect waives its right to compensation for any Additional Services performed prior to receipt of the Owner's written authorization and approval. Additional Services are not deemed authorized until an executed amendment, in the form attached as Exhibit D, is fully executed.

§ 4.2.2*(Paragraphs deleted)*

The Architect shall be compensated for authorized Additional Services in accordance with Section 11.2. The Architect's schedule for its services shall be equitably adjusted to account for the actual additional time needed to perform them.

§ 4.2.3 The*(Paragraphs deleted)*

Owner may reduce the scope of the Architect's services by issuing a written notice to that effect to the Architect. Upon receipt of such notice, the Architect will cease work as instructed and advise the Owner of its estimate of the impact the reduction in scope may have on the Project and the SLCW. The Architect's compensation and schedule shall be equitably adjusted to credit the Owner with the reduced scope of work and the Agreement shall be amended to reflect the reduction in scope and compensation.

§ 4.2.4 The Architect shall not receive compensation for changes or Additional Services made necessary by Architect's negligence, error, omission, or failure to meet the standard of care.

§ 4.2.5 The Architect shall advise the Owner of Additional Services (i) it should provide if the Architect is to meet its standard of care obligations, (ii) that would be expected of an Architect performing its services competently, and (iii) that are reasonably necessary to accomplish the Owner's goals for the Project. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need and shall provide the Owner with an estimate of the Architect's cost and an estimate of the impact, if any, on the Architect's schedule costs. The following may constitute Additional Services:

- .1 Services necessitated by a material and substantial change in the initially agreed upon Project scope (including changes in the Project size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method) or previous instructions or approvals given by the Owner;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, after the publication of Construction Documents for permit is received (including changing or editing previously prepared Instruments of Service);
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to prior specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for an excessive amount of alternate bid or proposal requests proposed by the Owner;
- .6 Except for the Architect's role as an Initial Decision Maker, preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or where the dispute relates to the Architect's negligence, error, omission, or failure to meet its standard of care; or
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.6 NOT USED

§ 4.2.7 The Architect shall provide Construction Phase Services that substantially and pervasively exceed the limits set forth below as Additional Services. As a condition precedent to compensation for such Construction Phase Additional Services, the Architect shall notify the Owner prior to the limits below being reached:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.8 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.7, Construction Phase Services provided more than ninety (90) days after (a) the date of Substantial Completion of the Work or (b) the initial date of Substantial Completion identified in the agreement between the Owner and Construction Manager, whichever is earlier, shall be compensated as Additional Services, but only to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.9 If the services covered by this Agreement substantially extend past one hundred twenty (120) days of the Substantial Completion Date in Section 1.1.4.3, through no fault of, or in any way caused by, the Architect, the extension and compensation of the Architect's services beyond that time shall be subject to negotiation as an Additional Service.

§ 4.3 Change Directive

§ 4.3.1 A Change Directive is a written order prepared by the Owner directing a change in the scope of the Architect's services prior to agreement on the adjustment, if any, to the Architect's schedule or compensation for the change. Upon receipt of a Change Directive, the Architect shall promptly advise Owner of the cost and impact of the requested change in services and advise the Owner of its agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the schedule or compensation. Architect shall not proceed with the changes described in the Change Directive until after Owner has reviewed the cost and impact of the requested changes and confirms in writing that it wishes Architect to proceed with the change in scope or services and the Agreement is amended, if needed, to reflect a change in compensation or scope.

§ 4.3.2 The Architect shall keep and present, in such form as the Owner may prescribe, an itemized accounting of all costs and savings related to the change in the scope of services together with appropriate supporting data. Unless otherwise provided in the Article 11, an increase in the Architect's compensation for the purposes of this Section shall be limited to the following:

- .1 Costs of labor either the hourly rates established by Article 11 or the actual cost of wages, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .2 Costs for reimbursable expenses;
- .3 Costs for consultants;
- .4 Costs to review and coordinate the revised Instruments of Service; and
- .5 An appropriate charge for overhead and profit.

§ 4.3.3 If the Architect disagrees with the adjustment in the schedule or compensation, the Architect may make a request to resolve a Claim in accordance with applicable provisions of Article 8.

§ 4.3.4 The amount of credit to the Owner for a deletion or change that results in a net decrease in the Architect's compensation shall be actual net cost as confirmed by the Owner.

§ 4.3.5 Pending final determination of the total cost of a Change Directive, the Architect may request payment for the changed services. The Owner will make an interim determination and will pay those additional costs that are not reasonably in dispute, subject to the right of either party to disagree and assert a Claim in accordance with Article 8.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information requested by the Architect in writing 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. The failure by the Owner to furnish any information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time in which the Architect is to perform such duties unless the Architect provides timely notice to the Owner in writing that the lack of such information may, and to what extent it may impact costs or impede the progress/schedule of the Project. The Architect and Owner acknowledge that any information provided by Owner is subject to change and that the Basic Services and Supplemental Services, as well as the compensation provided herein, take such changes into account.

§ 5.2 The Architect shall perform its services so that the Project can be completed within the SLCW. The Owner may choose to update the SLCW as it deems necessary throughout the duration of the Project. If the Owner significantly increases or decreases the SLCW, the Owner shall notify the Architect. The Owner and Architect may thereafter agree to a corresponding change in the Project's scope and quality. The Owner may, but is under no obligation, to disclose to the Architect the Project's overall budget.

§ 5.3 The Owner shall identify in Section 1.1.7.1 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 to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 Subject to Section 3.1.2 and where necessary for the Architect's performance of its services, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing

values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 NOT USED

§ 5.7 NOT USED

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

§ 5.9 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents. The Architect shall provide the Owner with timely notice of any need for such tests, inspections, or reports.

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

§ 5.11 The Owner shall endeavor to 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; 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.

§ 5.12 The Owner shall endeavor to include the Architect in communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities.

§ 5.13 The Architect 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 Architect shall perform its services in a manner consistent with the obligations of the Architect as stated in this Agreement and in the AIA Document A201-2017. Upon written request, the Owner shall provide the Architect with a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect with reasonable access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect reasonable access to the Work wherever it is in preparation or progress. While visiting the Project site, the Architect and Architect's consultants acknowledge that the Construction Manager is responsible for construction site safety by enforcing safety rules and regulations. Architect and Architect's consultants shall familiarize themselves, observe, and comply with such construction site safety rules. Prior to accessing and/or visiting the Project site, the Construction Manager may require the Architect and Architect's consultants to attend a safety class or classes as required for construction site safety.

§ 5.15 NOT USED

§ 5.16 Notwithstanding anything to the contrary contained in this Agreement, Owner's review and/or approval of any documents or other matters required herein shall be for the purpose of providing the Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents or designs. In no way does any review and/or approval Owner alter the Architect's responsibilities under this Agreement.

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 also includes the reasonable value of labor, materials, and equipment donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include compensation of the

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Architect, the costs of the land, rights-of-way, financing, or Construction Manager contingency, Owner's contingencies or other costs that are the responsibility of the Owner.

§ 6.2 Evaluations of the Owner's SLCW, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by Construction Manager, in consultation with the Architect, represent the Architect's best judgment as an experienced design professional in the applicable marketplace familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, the Construction Manager'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 SLCW for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, in cooperation with the Construction Manager/Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include recommended design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's SLCW.

§ 6.4 The estimate of the Cost of the Work shall be projected to the scheduled date for the Project's completion. If the Work has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner (or if at any time the Architect observes any material changes in the construction market) the Architect shall advise the Owner as to any anticipated escalation or reduction in the Cost of the Work due to changes in construction market. Owner's SLCW may, at the Owner's discretion, be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's SLCW, the Architect shall, without additional compensation from the Owner, make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's SLCW at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner at its sole discretion may:

- .1 give written approval of an increase in the SLCW;
- .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 6.6.1, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's SLCW for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the SLCW as adjusted under Section 6.6.1.

§ 6.7.1 If the Owner chooses to proceed under Section 6.6.4 and the SLCW is exceeded by more than five percent (5%), the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's SLCW for the Cost of the Work at the conclusion of the Construction Documents Phase Services.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect warrants that in transmitting Instruments of Service, or any other information, the Architect is the originator of such information or has permission from the copyright owner to transmit such information for its use on the Project. Architect will not rely on any drawings or designs for the Project that are the subject of any copyright or patent held by any person other than the Architect without written notice to Owner and express written approval of the copyright or patent holder.

§ 7.2 All rights, title, and interest, including, without limitation, manufacturing, development and exploitation rights in and to all plans, data, drawings, specifications, ideas, data, scripts, sketches, designs, concepts, reports, documentation, and/or other work product (whether tangible or intangible,) produced by the Architect or the Architect's consultants in connection with the Work or otherwise communicated by the Architect to Owner pursuant to this Agreement ("Instruments of Service") (excluding such portions as are part of and incorporated in the Architect's standard specifications and standard construction details, which portions of the Instruments of Service are not specific to this Project) are hereby assigned to the Owner and shall at all times be and remain vested in the Owner. For those documents which contain the Architect's or the Architect's consultants' standard specifications and standard construction details, the Owner shall have a limited use license which will be limited only to the Project covered by this Agreement and future expansions and modifications to this Project. As long as the Owner uses the documents containing the Architect's or the Architect's consultants' standard specifications and standard construction details solely for this Project, that use shall not be limited in any other manner. The Owner's obligation to pay the Architect for any services under this Agreement is expressly conditioned upon the Architect obtaining a valid written comprehensive assignment of all rights, title, and interest from its consultants in terms identical to those that obligate the Architect to the Owner as expressed in this section, which the Architect hereby assigns to the Owner. The Owner, in return, hereby grants the Architect and the Architect's consultants a revocable, nonexclusive license for the limited purposes relating directly to the Architect's performance under this Agreement, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architects marketing material in accordance with Section 7.3 of this Agreement. The nonexclusive license shall terminate automatically upon termination of this Agreement for cause. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity, except that the nonexclusive license may be sub-licensed to the Architect's consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 In the event the Owner uses the Instruments of Service without retaining the Architect's services, to the extent provided by law, the Owner releases the Architect and Architect's consultant(s) from all causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and the Architect's consultants from all costs and expenses, including the cost of defense, related to causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's modification and use of the Instruments of Service without the Architect's approval under this Section 7.3. The terms of this Section 7.3 shall not apply if the Owner rightfully terminates this Agreement for cause.

(Paragraph deleted)

§ 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. No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purpose without the express written permission of the Owner.

(Paragraph deleted)

§ 7.5 Architect shall deliver master reproducible drawings and specifications in electronic format when the design is approximately fifty percent (50%) complete and at the start of construction or at other times as determined by formal request from the Owner. Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, to the Owner upon completion of the Work hereunder, or upon the termination of this Agreement. In the event this Agreement is terminated by the Owner for any reason, Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, upon such termination; provided however, that Owner shall pay Architect for any undisputed amounts in accordance with Article 9 of this Agreement.

§ 7.6 The Architect shall use a CADD system for the preparation of all Instruments of Service in a manner consistent with such usage by comparable Architecture firms with expertise in projects similar in nature and scope to the Project. To facilitate the execution of the Project, the Owner and other parties performing work and services in connection with the Project shall, as requested by the Owner, have access to electronic files or, at the Owner's option, CADD files on electronic media ("CADD Discs") that can be reproduced with standard CADD equipment. Unless otherwise provided in this Agreement, if CADD technology is used by the Architect in connection with this Project, Architect shall retain all rights, title and interest in the CADD applications programs, electronic tapes, and disks related to the CADD applications programs. If Owner wishes to obtain a copy of any electronic media containing portions of Architect's design database pertaining to this Project for any reason, then Architect shall prepare a duplicate disk and

deliver the same to Owner at no additional cost. Uses by the Owner include but are not limited to backgrounds for Construction Manager or subcontractor shop drawings, as-built drawings, Owner marketing and other Owner promotional materials. Throughout the progress of the Project, the Owner may request an "in progress" set of CADD Documents for all or any portion of the Project and the Architect shall deliver the same to the Owner within three (3) business days of such request.

§7.7 No license is granted by this Agreement or otherwise allowing Architect or the Architect's consultants to reproduce, distribute, modify, display, or otherwise use any Owner-related marks, logos, and graphics. The Architect hereby acknowledges that marks, logos, and graphics related to the Owner are valuable intellectual property, and that misuse or misappropriation of them will damage the Owner. Reproduction, display, distribution, modification, or any other use of Owner-related marks, logos, or graphics without the prior, express, and written permission of the Owner is prohibited. That permission may be refused or revoked for any reason, in the Owner's sole discretion.

§ 7.8 Except as otherwise stated in Sections 7.2 and 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 A "Claim" is a demand or assertion by one of the Parties (Owner or Architect) seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Architect arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner and Architect shall resolve all Claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the Claims Resolution process in § 8.2. and, except as otherwise provided by applicable law, in no case may either Party bring a cause of action against the other Party more than ten (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 Article 8.

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

§ 8.1.3 Pending final resolution of any Claims, the Architect shall proceed diligently with the performance of its obligations under this Agreement and the Owner shall continue to make payment in accordance with the Agreement on all items not in dispute or subject to a Claim.

§ 8.1.4 The Architect shall initiate by written notice, any Claims for an increase to the Architect's compensation, and obtain Owner's written approval by a written Amendment to the Agreement, prior to providing any Additional Services or incurring any related costs related to Additional Services unless the Claim for Additional Services relates to an emergency imminently endangering life or property. In the case of Additional Services related to such an emergency, the Architect shall initiate a Claim by written notice to the Owner no later than twenty-one (21) days after the event giving rise to such Claim.

§ 8.2 Negotiation, Claim Resolution, and Mediation

§ 8.2.1 Within ten (10) business days of receipt of a notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by referring the Claim to persons who have authority to settle the Claim on behalf of each Party. The individuals with authority to resolve Claims shall meet within ten (10) days of receipt of written notice of a Claim. The Parties shall attempt in good faith to negotiate a resolution of the Claim prior to pursuing other remedies. If the Parties agree on the method of resolving the Claim, such method shall be embodied in a written agreement signed by the Owner and the Architect. If the Parties cannot agree on a method of resolving the Claim, the Parties agree to *confer and* evaluate in good faith whether *the parties agree to move forward with* a non-binding mediation process to assist in the resolution of the Claim. The Parties may agree to conduct such mediation under terms and conditions that are acceptable to both Parties. The Parties agree that construction lien law in Michigan does not

authorize liens against a municipality's public property, therefore the Architect may not file a lien against the Owner's Property for unpaid sums.

§ 8.2.2 reserved

§ 8.2.3 reserved

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

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction, subject to the venue requirements of Section 10.1
- ☐ Other: *(Specify)(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding non-binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction subject to the venue requirements of Section 10.1.

§ 8.3 Arbitration - reserved

§ 8.3.1 - § 8.3.3 reserved

§ 8.3.4 Consolidation or Joinder - reserved

§ 8.3.4.1 - § 8.3.5 reserved

(Paragraphs deleted)

§ 8.4 Alternative Dispute Resolution for Architect's Errors, Omissions, and Negligent Acts

§ 8.4.1 - §8.4.5 reserved

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement (except for non-payment due to a disputed invoice or Claim) within thirty (30) business days of the receipt of written notice of such nonpayment, such failure shall be considered substantial nonperformance and cause for the Architect to suspend performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ten (10) business days' written notice to the Owner to cure before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Upon payment to the Architect of all undisputed sums due prior to suspension, the Architect shall immediately resume its services. If the Project is suspended for more than one hundred eighty (180) days, the Architect shall be paid for services completed at the time of suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than one hundred eighty (180) consecutive days for reasons other than the fault of the Architect, the Architect shall be reimbursed for services completed at the time of suspension. Should suspension exceed one hundred eighty (180) consecutive days, the Architect, subject to the Owner's approval of replacements, shall be entitled to substitute key team members that become unavailable due to the Project's suspension.

§ 9.4 NOT USED

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§ 9.5 This Agreement may be terminated by the Owner, with or without cause, for Owner's convenience upon written notice to the Architect.

§ 9.6 In the event of a termination, the Architect shall be compensated for services performed prior to termination, including Reimbursable Expenses reasonably incurred prior to termination. If at the time of termination by Owner, the Architect's compensation is based on a percentage of the Cost of the Work, the Architect shall be compensated for services performed prior to termination based on the lesser of the SLCW, current estimated Cost of the Work, Contract Sum of the Contract for construction, or current Guaranteed Maximum Price of the Cost of the Work, multiplied by the applicable percentage fee and the applicable percentage of services completed at the time of termination based on the schedule of values in Section 11.5.

§ 9.7 In

(Paragraphs deleted)

the event of a termination, Owner's sole responsibility shall be to pay the Architect in accordance with Section 9.6 for services performed and accepted prior to termination, without waiver of damages, if any, flowing from Architect's acts, errors, or omissions.

§ 9.8 NOT USED

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 this Agreement shall be governed by the laws of the State of Michigan without regard to any conflict of law principles. In the event the Parties resort to a court, the Parties hereby (a) irrevocably consent and submit to the jurisdiction of the 52nd District-First Division Court or the 6th Circuit Court sitting in the State of Michigan, County of Oakland, or the U.S. District Court for the Eastern District of Michigan-Southern Division, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement; (b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (c) irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding; (d) agree that the laws of the State of Michigan shall govern without regard to any conflict of law principles; and (e) agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon. The Architect shall incorporate the requirements of this choice of law and forum selection clause into all agreements with consultants, engineers, and other persons or entities (of any tier) providing Project-related services who, as Project participants, are in direct or indirect privity with the Architect.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified, unless a contrary definition is set forth herein or inferable herefrom.

§ 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. The Owner reserves the right, upon notice to the Architect, to assign this Agreement to an institutional lender providing financing for the Project or to any other persons or entities who are ready and capable of performing the Obligations under the 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 seven (7) 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 seven (7) 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 Architect or the Owner.

§ 10.5.1 The Owner shall enjoy the same benefits and rights to the Architect's consultants as the Architect enjoys with respect to its consultants. That Architect shall enter into written contracts with its consultants and engineers that impose upon its consultants the same duties and obligations to the Owner as the consultant has to the Architect. Should the Owner terminate this Agreement with the Architect, the Architect shall, upon Owner's written request, assign such consultant agreements as directed by the Owner. Such assignment shall not change the fact that the Owner has no obligation to pay the Architect's consultants any amounts whatsoever, except prospective fees expressly agreed to in writing by the Owner after Owner's acceptance of an assignment of the Architect's consultant agreements. The Architect shall provide the Owner copies of any agreement entered into by the Architect pursuant to this Agreement or the Project.

§ 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. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing. The Architect shall not knowingly specify in the Project Construction Documents or approve the use of any asbestos containing building material (ACBM) or any known hazardous building materials to be used in the construction of the Project. Upon the issuance of the Final Certificate for Payment, Architect shall require each contractor to certify to the Owner and the Architect that no ACBM or any known hazardous building materials were used in the construction of the Project.

§ 10.7 Only upon the written consent by the Owner, which may be withheld for any reason, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information concerning Owner's security measures and any information. The Architect shall furnish to the Owner, without charge, copies of all such materials for Owner's use as well as the Owner's review and approval prior to any publication. This Section 10.7 shall survive the termination of this Agreement.

§ 10.8 CONFIDENTIALITY. "Confidential Information" means information that is exempt from disclosure under the Michigan Freedom of Information Act, Public Act 442 Of 1976, MCL 15.231 et. seq. This Section 10.8 shall survive the termination of this Agreement. By entering into this Agreement, the Architect agrees to the following Confidentiality Agreement:

- .1 The Architect shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project, except: (a) with prior written consent of the Owner, (b) information which has become part of the public domain prior to the date of the Agreement, (c) information which becomes part of the public domain by means other than an unauthorized act or omission of the Architect, or (d) as may be required to perform the Work or by any Applicable Law or to its professional advisors or lender (all of whom shall be required to maintain such information in confidence).
- .2 The Architect shall promptly upon the request of the Owner return and surrender to the Owner the original or legible copies of any materials, records, notices, memoranda, recordings, Drawings, Specifications and mock-ups and any other documents furnished by the Owner.
- .3 The Architect shall maintain, and shall cause all members of the design and consulting team, their directors, officers, employees, and agents, to maintain, during and after the term of the Agreement, the confidentiality of all confidential information of the Owner when designated as such and shall not use such information for any purpose whatsoever except for uses permitted by above paragraph 10.8.1.
- .4 The Architect shall not identify, either expressly or by implication, the Owner, or its corporate affiliates, or use any of their trademarks, trade names, service marks, other proprietary marks, or reference the Services performed under the Agreement, in any advertising, press releases, publicity matters, or other promotional materials without the Owner's prior written permission.
- .5 The Architect shall not, without the express written consent of the Owner, discuss the Work or any part thereof with people under circumstances in which such communications can reasonably be expected to be published in newspapers, magazines or trade journals or broadcast on radio or television. Architect shall follow the confidentiality and disclosure with requirements relating to a crisis management plan if

one is agreed to by both parties with respect to the Work. This restriction also shall not apply to any fair response by the Architect to publicity released by the Owner that is detrimental to the reputation of the Architect. Any such contact shall be referred to the Owner for response. Further, without the Owner's consent, the Architect shall not participate in professional or trade seminars or publish or submit articles for publication, the subject of which is, in whole or in part, the Work. Any proposed article or publication shall be submitted to the Owner for review and approval, which shall not be unreasonably withheld.

- .6 The Architect shall cause all members of the design and consulting team to specifically acknowledge that the provisions of this Confidentiality Agreement are binding upon them.
- .7 If the Architect becomes legally compelled to disclose any information concerning the Work, the Architect shall provide the Owner with verbal and written notice prior to disclosure so that the Owner may have the opportunity to seek a protective order or other appropriate remedy. In the event that a compelled disclosure is made by the Architect, the Architect agrees to produce only that portion of information which the Architect is legally obligated to disclose.

(Paragraph deleted)

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

§ 10.10 WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate, nor be construed as, a continuing waiver.

§ 10.11 INDEPENDENT CONTRACTOR. This Agreement shall not render Architect or any of its personnel an employee, partner, agent, or joint venturer with Owner for any purpose. Architect is, and will remain, an independent contractor in its relationship to the Owner. The Owner shall not be responsible for withholding taxes with respect to the compensation of the Architect. The Architect shall have no claim against the Owner hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Architect shall indemnify and hold Owner harmless for all demands and causes of action against the Owner by and Architect employee, arising out of any contract for hire or employer relationship between Architect and any Architect employee including, but not limited to Worker's Compensation, disability pay or other insurance of any kind. Architect shall solely control, direct, and supervise and be fully liable for the conduct of all Architect employees.

§ 10.12 USE OF STATE, FEDERAL OR OTHER SOURCES OF FUNDS. Portions of the Project, including the professional services to be provided under this Agreement may be funded by state or federal or private grant funds. If Owner receives grant funds, Owner shall provide Architect with all grant requirements applicable to the Project that pertain to Architect. If a state, federal or other grant requires specific language to be included in this Agreement that is not currently included, the Parties shall amend the Agreement to include the required grant language. Architect shall cause the requirements of grants received by Owner, relating to this Project, to be incorporated into the provisions of each Consultant Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services and Supplemental Services described under Articles 3 and 4, the Owner shall compensate the Architect as follows:

A total Lump Sum fee of Four Million Five Hundred Thirty Three Thousand Dollars (\$4,533,000) for Architect's Basic Services based on the estimated Cost of the Work, plus a Not-to-Exceed amount of Two Hundred Seven Thousand Seven Hundred Sixty Five Dollars (\$207,765) for any Reimbursable Expenses, which will be invoiced at actual cost without markup.

(Paragraphs deleted)

For furniture, fixtures, and equipment (FFE) with a separate budget of approximately \$2,000,000, which includes costs of loose furniture for areas such as offices, common spaces, training centers, conference rooms, dining areas, etc. Architect's fee percentage (to be converted to a lump sum(s) based upon the actual value of furniture procured for

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furniture and equipment projects managed), shall be five and one half percent (5.5%), to act as the Owner’s Furniture Consultant and lead the Owner in the responsible procurement of program-wide furniture. In the event the Owner’s FFE budget materially or substantially changes the Scope of the Work, the percentage fee for increases and/or reductions in the Architect’s compensation shall be as follows: five and one half percent (5.5%).

In the event the Owner’s SLCW materially or substantially changes the Scope of the Work, the percentage fee for increases and/or reductions in the Architect’s compensation shall be as follows:

(Paragraph deleted)
Six and eighty five one hundredths percent (6.85%) of the difference of the Cost of the Work, or as otherwise agreed to by the parties.

Notwithstanding the foregoing, any increase or reduction to the Architect’s Fee shall be amended in writing.

§ 11.2
(Paragraphs deleted)
NOT USED

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

Depending on the nature of the request, and upon mutual agreement by the parties, compensation for Additional Services shall be as follows:

Six and eighty five one hundredths percent (6.85%) of Cost of the Work, or as otherwise agreed to by the parties.

Notwithstanding the foregoing, any increase or reduction to the Architect’s Fee shall be amended in writing.

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

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty Three	percent (	23	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Two	percent (	2.0	%)
Construction Phase	Twenty Five	percent (	25	%)
Project Completion	Five	percent (	5.0	%)
Total Basic Compensation	One Hundred	percent (	100	%)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed by the Architect in accordance with this Agreement for those portions of the Project except to the extent the reduction in Project Scope is related to the Architect’s errors, omissions, negligent acts, or failure to design the Project in

accordance with the SLCW. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed by the Architect in accordance with this Agreement whether or not the Construction Phase is commenced except to the extent the reduction in Project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the project in accordance with the SLCW.

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

See Exhibit E – Architect's Hourly Rate Schedule.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses, when indicated under Sections 11.1 or 11.3 are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence costs not exceeding the limits established by the Owner;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents except for Architect's internal use, Owner reviews, agency approvals, public utility companies use and permitting;
- .4 Postage, handling, and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner and not included in the Basic or Supplemental Services; and
- .6 All taxes levied on professional services and on reimbursable

(Paragraphs deleted)

expenses that are enacted subsequent to the execution of this Agreement.

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

§11.8.3 The Architect shall not be entitled to any single reimbursement for Reimbursable Expenses in excess of One Thousand Dollars (\$1,000) without the Owner's prior written authorization.

§ 11.9

(Paragraphs deleted)

NOT USED

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) 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 first, and if necessary, subsequent invoices.

§ 11.10.1.2 NOT USED

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the date on which the Owner receives an adequately documented invoice 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.

(Paragraph deleted)

Prime interest rate as published in the Wall Street Journal on first day of the month when owed payment becomes delinquent; however, shall not exceed six percent (6%) per annum.

§ 11.10.2.2 The Owner may withhold, without the Architect stopping or in any other way disrupting its services or the Project, any disputed sums or sums subject to a Claim under Article 8 of this Agreement. The Owner shall provide notice of contested amounts the Owner intends to withhold, the reasons and contractual basis for such withholding, with documentation in support on or prior to payment of uncontested amounts. Owner and Architect agree to meet and confer to resolve the concerns over the contested amounts. If unresolved, either party may pursue resolution pursuant to Article 8.

In addition to any sums withheld due to a dispute or Claims under Article 8, the Owner may, at its sole discretion, withhold up to ten percent (10%) from each payment for the Architect's compensation as retainage to be paid upon Final Completion and Acceptance of the Work or the termination of this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available for Owner review and submitted with each invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 To the fullest extent possible, the provisions of this Agreement, including the Exhibits, and General Conditions shall be deemed to supplement and complement each other. In the event there is any conflict between this Agreement and AIA Document A201-2017, as amended and set forth in Section 13.2, the terms of this Agreement shall prevail.

§ 12.2 The Architect shall provide immediate written notice to the Owner if the Architect becomes aware of any defect, or omission (or potential defect, or omission) in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 12.3 The Owner and Architect acknowledge and agree that each have participated fully in the negotiation and preparation of this Agreement and that this Agreement shall not be more strictly construed against either party.

§12.4 Indemnification

§ 12.4.1 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims that arise as a result and are caused by, in whole or in part, of the negligent or intentional acts, errors, omissions, or failure to perform by the Architect, its employees, its agents, or its consultants.

§ 12.4.2 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims that arise as a result and are caused by, in whole or in part, of the breach of this Agreement or any implied covenants deemed applied thereto, negligent or intentional acts, omissions, or other failures to perform by the Architect, its employees, its agents, or its consultants.

§ 12.4.3 The Architect agrees to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any claims or demands asserted by the Construction Manager or others against the Owner that a contractor or others asserting the claims contend arise out of or result from the conduct, actions, or failure to act of the Architect. Architect further agrees to indemnify defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any damages, fees, expenses, and costs (including, but not limited to, legal fees, and other court, mediation, or arbitration costs) incurred by the Owner in defending against claims asserted by the Construction Manager or others against the Owner that the Construction Manager or others asserting the claims contend arise in whole or in part out of or result from the conduct, actions, or failure to act of the Architect.

§ 12.4.4 The indemnity provisions of the previous three sections in this Article 12 shall not be construed so that one provision cancels, limits, or abrogates the indemnities and protections and governmental immunity afforded the Owner or the duties of the Architect to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers in each of those sections shall be construed cumulatively.

§ 12.5 Project Management Information System.

The Architect shall implement a management control system for the design and construction of the Project using to support such functions as planning, organizing, scheduling, budgeting, reporting construction progress and

Init.

§ 12.7.1 All such notices, requests, consents, and approvals shall be deemed to be given when delivered, if personally delivered, or upon receipt (as evidenced by the date set forth on the return receipt), if sent by certified mail or overnight delivery service.

§ 12.8 The Architect's duties and obligations imposed by the Agreement and Owner's rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 12.9 Protected Health Information.
Not Used.**

§ 12.10 Public Body The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Architect. The Architect, assisted by the Owner's Representative Consultant, shall prepare and submit all recommendations, which require the Owner approval, as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1** AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as modified and including Attachment A - Owner's Insurance Requirements
- .2** AIA Document A201™-2017, General Conditions of the Contract for Construction
- .3** Exhibits:
Exhibit A – Design Phase Deliverables
(Paragraph deleted)
Exhibit B – AIA Document G704-2017 Certificate of Substantial Completion
Exhibit C – Architect's Clarifications and Exclusions
Exhibit D – Agreement Amendment Form
Exhibit E – Architect's Hourly Rates
Exhibit F – Architect's Organization Chart/Key Personnel
Exhibit G – Architect's Certificate(s) of Insurance
Exhibit H – AIA Document G701-2017 Change Order
Exhibit I – AIA Document G714-2017 Construction Change Directive
Exhibit J – Project Preliminary Milestone Schedule
- .4** Other documents:
(List other documents, if any, forming part of the Agreement.)

[signatures on following page]

§ 13.3 To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

§ 13.4 This Agreement effective on the date the Owner and Architect both sign it. To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

CITY OF NOVI,

HARLEY ELLIS DEVEREAUX CORPORATION,

OWNER (Signature)

Victor Cardenas, City Manager
(Printed name and title)

Date

Chris Vogelheim
ARCHITECT (Signature)

Chris Vogelheim, Principal
(Printed name, title, and license number, if required)

10/31/2025
Date

ATTACHMENT A

OWNER'S INSURANCE REQUIREMENTS

In General

The Architect shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and additional insured and waiver of subrogation endorsement(s) when policies are renewed or changed to the Owner/City of Novi.

The insurance required hereunder shall not be interpreted to relieve the Architect of any obligations under the Contract. The Architect shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, \$2,000,000, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds – Not Applicable**
5. **Professional Liability** (if Design/Build), with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.
6. **Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$5,000,000 policy aggregate.
7. **Umbrella/Excess Liability**
The Architect shall provide Umbrella/Excess Liability insurance limits as follows:
 - For contract amount under \$5,000,000: At least \$1,000,000 limit
 - For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
 - For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
 - For contract amount over \$50,000,000: At least \$10,000,000 limit**

If the Architect maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the Architect. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

OTHER CONTRACTUAL INSURANCE ITEMS TO POTENTIALLY INCLUDE**A. Acceptable Insurance Company**

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner, such approval shall not be unreasonable withheld. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

B. Certificate of Insurance

The Architect will deliver to the City of Novi

The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All additional insured and waiver of subrogation endorsements shall be attached to the certificates of insurance when submitted to the Owner.

C. Cancellation and Modification of Insurance Coverages

The Architect shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

D. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Architect under this Section GC.8.

E. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the General liability, automotive liability, and umbrella/excess liability insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Architect has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors

SCOPE AND LIMIT OF INSURANCE – CITY OF NOVI CONTROL**A.****1. Builder's Risk Insurance**

Novi-Owned Property: During the term of this Contract, Owner, City of Novi will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

2. **Owner Controlled Insurance Program – OCIP – General Liability, and Excess Umbrella Liability.** Timing is right pre vote to start discussions, planning analysis with Kapnick Team. Opportunity to control administration, costs, ability to purchase higher limits and more effective way to protect City of Novi.

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner, such approval shall not be unreasonable withheld. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Certificate of Insurance

The Architect will deliver to the City of Novi. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the Owner.

D. Cancellation and Modification of Insurance Coverages

The Architect shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

E. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Architect under this Section GC.8.

F. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the General liability, automotive liability, and umbrella/excess liability insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Architect has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Failure to Provide or Maintain Insurance Coverages

The Architect's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the Owner may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Architect) or procure substitute insurance. The Architect is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Architect.

[end of Attachment A – Owner's Insurance Requirements]

Initials

EXHIBIT A, Architect's Design Phase [Minimum] Deliverables Document Requirements, to AIA B101-2017 Edition, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Architect** dated October 7, 2025.

Owner: _____

Architect: CV

The goals of establishing the following design phase [minimum] deliverable document requirements are (1) to assist the Owner to eliminate, as much as possible, project design, budget and schedule uncertainties by increasing predictability; (2) to provide sufficient and accurate project design and engineering design documents to the Owner and Construction Manager (Contractor) so that the Construction Manager can rely upon such design and engineering documents to prepare and submit to the Owner reliable project construction budget/estimate at the completion of various design milestones – i.e., Schematic Design, Design Development, etc. The Owner fully anticipates that at the conclusion of the Schematic Design Phase, The Construction Manager shall be able to prepare and present to the Owner and the project team a formal Project budget and/or estimate which shall be divided into CSI Divisions. Such budget and/or estimate will allow the Owner to rely upon it as a “maximum target price” for the Project. At the conclusion of the Design Development Phase, the Construction Manager shall prepare and present to the Owner and the project team a “full take-off estimate” of sufficient substance and detail so the Owner will be able to rely upon as an initial Guaranteed Maximum Price (GMP) and to rely upon the initial GMP to secure financing for the Project or for each sub-component of the Project. Subsequent to acceptance of the initial GMP by the Owner, the Construction Manager shall have the principal responsibility to assist the Owner and the members of the design team to ensure that the final GMP will not exceed the initial GMP. The Construction Manager shall fully engage the Architect and other design team members, and the Architect and other design team members shall fully cooperate with the Construction Manager, to ensure that in preparing the [final] Construction Document, the scope, quality and costs of the Project are aligned (not compromised) and within the initial GMP.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	1. Scope of work narrative 2. Comparison of capacities (see "Building Interior" for area comparison) to program 3. List of applicable building codes on drawing title sheet 4. List of anticipated building code variance requests	1. Description of construction phasing 2. Description of any proposed occupancy within construction area 3. Building code review (describe means of compliance for major code issues and building systems) 4. Description of water & vapor characteristics of roof & exterior walls 5. Design intent document (rough draft)	1. Documentation on drawings as required by building codes 2. If multiple bid packages, clear indication of scope of each release 3. Identification of construction phasing, including temporary requirements during each phase 4. Design intent document (completed design)
SPECIFICATION	1. System & material narrative description	1. Outline specification w/same section numbering as final	1. Complete specification including draft front end documents 2. List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products 3. For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items 4. For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>SITE</i>	1. Site plan(s), to include the following: 2. Existing conditions 3. Demolition 4. Building outline(s) 5. Future expansion 6. Site entrance 7. Roads & driveways 8. Parking locations 9. Bus stop/shelter (if required) 10. Loading dock location 11. Waste/recycling collection locations 12. Walkway locations 13. Stairway locations 14. Emergency telephones 15. Utility requirements 16. Site utilities 17. Preliminary grading plan 18. Soil retention work, if needed 19. Storm water management plan 20. Preliminary site lighting layout	1. General dimensions & elevations 2. Permanent exterior signage 3. Parking/roadway plans & elevations 4. Vehicle & pedestrian traffic controls 5. Grading plan 6. Lighting plan 7. Concept details of site fixtures & equipment 8. Utility plans, elevations & details 9. Sanitary sewer flow calculations 10. Plan to address existing hazardous/contaminated materials, if applicable 11. Soil erosion and sedimentation control plan (for both construction and occupancy) 12. Calculation of site and disturbed areas 13. Dewatering plan	1. Extent of construction area 2. Area traffic plan, if existing roads/walks are impacted 3. Site development phasing 4. Construction site access 5. Staging area 6. Construction signage 7. Site details, including landscape 8. Pipe sizes 9. Connection details 10. Copy of local government review comments on utilities and modifications in right(s)-of-way 11. Photometrics of proposed site lighting 12. Protection requirements for construction, plantings that remain
<i>LANDSCAPING</i>	1. Existing conditions 2. Landscaping concept 3. Existing irrigation	1. Planting plan 2. Irrigation plan	1. Existing tree protection 2. Soil preparation & planting specifications 3. Guying diagrams 4. Piping diagrams 5. Pipe sizes 6. Landscape and irrigation details and legends
<i>STRUCTURAL</i>	1. Structural scheme 2. Written description	1. Foundation plan 2. Typical floor framing plan 3. Framing plan(s) at unique features 4. Main member sizing 5. Structural sections	1. Definition of control joints 2. Beam, column & slab schedules 3. Mechanical and electrical concrete house keeping pads 4. Foundation details 5. Structural details 6. Structural notes 7. Calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>BUILDING EXTERIOR ENVELOPE</i>	1. Typical elevations 2. Fenestration layout 3. Material designations 4. Overall building cross-sections 5. Roof layout 6. Energy code requirements	1. All building elevations w/dimensional heights 2. Typical wall sections 3. Parapet & coping details 4. Roof & drainage plan 5. Exterior door details 6. Typical window details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections	1. Roof-mounted equipment 2. Roof details 3. Exterior details 4. Flashing details 5. Control joint definition & details
<i>BUILDING INTERIOR</i>	1. Typical floor plans (min 1/16" scale) w/ legends 2. Demolition 3. All room numbers 4. Area use identification & area in square ft. 5. Mechanical, electrical & other service closets & rooms 6. Circulation paths 7. Area tabulations compared to program requirements 8. Show flexibility for expansion & alterations 9. Preliminary layout of major spaces w/ fixed equipment	1. All floor plans (min 1/16" scale) 2. Enlarged plans at elevation changes (such as stairs) 3. Enlarged plans at toilet rooms 4. Reflected ceiling plans 5. Wall types, fire ratings, smoke control zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed seating 8. Defined seating, serving, & kitchen facilities 9. Equipment & furniture layouts 10. Important interior elevations 11. Details of unique features 12. Details of fixed equipment 13. Preliminary finish schedule 14. Preliminary door schedule 15. Informational signage	1. Dimensioned floor plans 2. Enlarged plans 3. Partition details 4. Interior details 5. Interior elevations 6. Finish schedules 7. Door & hardware schedules 8. Room signage 9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference) 10. Schedule of lab fixtures (turrets, etc.), if applicable
<i>ELEVATORS</i>	1. Elevator location(s) 2. Equipment room location(s)	1. Elevator shaft section 2. Equipment description	1. Dimensioned plans 2. Sections & details of hydraulic cylinder, if applicable 3. Description of shaft sump pit(s) 4. Elevator car & equipment support details 5. Description of controls & fixtures 6. Door & frame details 7. Interior details including lighting

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC	1. Identify all systems 2. One-line flow diagrams 3. Exterior equipment locations 4. Air intake & discharge locations 5. Mechanical legend 6. Special occupancy zones 7. Energy code requirements	1. Updated design criteria for each mechanical system (including room T&H specs, NC levels, etc) 2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems 3. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" 4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains 5. Plans indicating shaft, chase, recess requirements 6. Duct layout for typical spaces 7. Equipment schedules (major equipment) 8. Equipment locations (with enlarged mechanical plan(s)) 9. Control diagrams (concept form) for all mechanical and plumbing systems 10. Description of major sequences of operation 11. Central automation operation 12. M/E smoke control scheme 13. Preliminary calculations	1. One line flow diagrams for all mechanical systems: chilled water, etc. 2. Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels. 3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #). 4. Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale 5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas. 6. In common mechanical space, indication of space zoning by system 7. Connection to fire alarm & campus control systems 8. Equipment details, including structural support requirements 9. Penetration details 10. Installation details 11. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC <i>(continue)</i>			12. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring 13. Detailed sequences of operation 14. Design calculations
PLUMBING & PIPING	1. Main water supply 2. Restroom location(s) 3. Plumbing legend	1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.) 2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water header diagram 5. Central cooling water header diagram 6. Steam header diagram 7. Steam metering concept	1. Water riser diagram, including assumed fixture counts per floor connection 2. Waste and vent riser diagrams including assumed fixture counts per floor connection 3. Radiation riser diagram 4. Central cooling water riser diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Convactor piping detail 13. Penetration details 14. Design calculations
FIRE PROTECTION (MECHANICAL)	1. Report documenting adequacy of utility 2. Connection to utility 3. Location of sprinkler valve 4. Sprinkler legend 5. Optional Fire Protection systems	1. Riser diagram 2. One-line layout 3. Fire pump sizing calculations	1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas 3. Pipe sizes 4. Typical sprinkler installation details, including structural support requirements 5. Penetration details 6. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>LIGHTING</i>		1. Typical lighting plans 2. Fixture/switching layout 3. Fixture types & schedule 4. General light fixture descriptions 5. Light level calculations 6. Energy code requirements	1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams 3. Installation details, including structural support requirements 4. Design calculations 5. General notes on conduit and wire sizes for all lighting branch circuits.
<i>ELECTRIC POWER DISTRIBUTION</i>	1. One-line diagrams 2. Electric vault locations 3. Exterior equipment locations 4. Electric closet(s) location(s) 5. Electric legend	1. Normal power riser diagram with circuit breaker & fuse sizes 2. Emergency power riser diagram with circuit breaker & fuse sizes 3. Grounding riser diagrams 4. List of equipment on emergency power 5. Emergency generator layout 6. Equipment layout/sizes, w/receptacles 7. Panel locations/ schedules 8. Load estimates 9. Plan for temporary power during construction	1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting. 5. Plans and details of emergency power generation system and controls 6. Connections to other building systems, including fire alarm & HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Grounding details 11. MCC details 12. Penetration details 13. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
FIRE ALARM	1. Connection to Dept of Public Safety 2. Panel locations	1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations	1. Indication of connection to fire alarm, HVAC & central campus monitoring systems 2. Connection details
COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO & A/V SYSTEMS) *in coordination with the Technology Consultant	1. Building & local distribution 2. Frame closet locations & size 3. Cable tray locations	1. Riser diagrams 2. Voice/data utility outlet locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (indicate hangers, cabinets & connection boxes) 7. IT and low voltage system descriptions, apparatus and equipment locations, and specifications.	1. Communications plans that indicate the location of all voice, data & video outlets 2. Details of telecommunications service to building 3. Backboard layout & connection diagrams 4. Cable schedule 5. Connection details 6. Structural support requirements 7. Audio/visual equipment list 8. Audio/visual system riser diagram(s) 9. IT system plans, network and cabling plans, network electronics, voice-video-data drops, etc.
SECURITY SYSTEMS *in coordination with the Technology Consultant		1. General security / CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout & elevations	1. Riser diagrams 2. Equipment closet layout & elevations 3. Concealed and exposed raceways 4. Installation details
OTHER GRAPHICS	1. Rendering(s), models, or other graphics as necessary to clearly present concept	1. Renderings and simulated fly-through of the PSB and one of the Fire Stations (#2 or #3) for public presentation.	
NOTES	1. All movable furnishings & artwork are considered to be independent of the Architectural design project 2. Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work. 3. No individual volume of drawings is to exceed 25 lbs in weight. No individual specification book volume is to exceed three inches thick.		

*** ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE).**

EXHIBIT B consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and
Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

AIA Document G704-2017 Certificate of Substantial Completion Form

[See Attached Certificate(s) of Completion Form]

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DRAFT AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i>	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Certificate Number: 001 Date:
OWNER: <i>(name and address)</i>	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION
-------------------------------------	------------------	-------------------------------	---------------------------------------

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first.

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

EXHIBIT C, consisting of attached
page(s), referred to in and part of the
Agreement between Owner and
Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Clarifications and Exclusions

[See attached Architect's Clarifications and Exclusions]

[Remainder of this page is blank]

October 9, 2025

City of Novi Public Safety Program

Exhibit F - Exclusions

Landscape

Plant watering schedule
Irrigation design – full design with pipe sizing
Water precipitation calculations

Architecture

Utility Company coordination and approvals

Civil

Easement Exhibits
Offsite utility or street improvements
FEMA Flood Plane
Zoning modifications
Traffic control / signal studies or implementation

Structural

Windstorm certification

MEP

Commissioning/Enhanced commissioning
Radio Antenna
Fire Station Alerting System Design

Environmental

Environmental or hazardous materials issues
Hazmat testing / report
Abatement Scope Definition
Abatement Monitoring Services

EXHIBIT D consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and
Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Contract Amendment Form

[See Attached Amendment Form]

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DRAFT

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Novi
New Public Safety Facilities

AGREEMENT INFORMATION:
Date:

AMENDMENT INFORMATION:
Amendment Number: 001
Date:

OWNER: *(name and address)*
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

ARCHITECT: *(name and address)*

The Owner and Architect amend the Agreement as follows:

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

AE Compensation Summary:

Original Agreement AE Fee = \$

Original Agreement Reimbursable Expenses (NTE) = \$

Amendment No. 001 =

Total AE Compensation = \$ _____

Schedule Adjustment:

SIGNATURES:

ARCHITECT *(Firm name)*

City of Novi

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

Victor Cardenas, City Manager

PRINTED NAME AND TITLE

DATE

DATE

EXHIBIT E consisting of the attached page(s), referred to in and part of the Agreement **between Owner and Architect** dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Hourly Rate Schedule

By initialing this page, the Architect represents to the Owner that the Hourly Rate Schedule on the following page(s) accurately represents each staff's invoiced rate, computed according to the Agreement, as modified for the Project.

[See Attached Hourly Rate Schedule]

[REMAINDER OF THE PAGE IS BLANK]

HED Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE		
Principal in Charge	\$290	-	\$310
Project Management	\$175	-	\$240
Level 7: Principal Architects/Engineers/Planner/Designers	\$290	-	\$310
Level 6: Associate Principal Architects/Engineers/Planner/Designers	\$200	-	\$270
Level 5: Associate Architects/Engineers/Planner/Designers	\$165	-	\$240
Level 4: Salary Architects/Engineers/Planner/Designers	\$140	-	\$200
Level 3: Hourly* Architects/Engineers/Planner/Designers	\$125	-	\$175
Level 2: Hourly* Architects/Engineers/Planner/Designers	\$100	-	\$150
Level 1: Hourly* Architects/Engineers/Planner/Designers	\$80	-	\$100

* Subject to Overtime premium of 1.5 times schedule rate.

Rates are subject to change annually and are effective through December 31, 2026.

BRW Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE
Executive Principal	\$350.00
Project Principal	\$310.00
Project Design Manager	\$275.00
Senior Project Manager	\$265.00
Project Manager	\$240.00
Senior Project Architect	\$240.00
Project Designer	\$240.00
Senior Interior Designer	\$220.00
Project Architect	\$210.00
Senior Project Coordinator	\$210.00
Environmental Branding / Graphic Designer	\$195.00
Architect	\$175.00
Interior Designer	\$175.00
Project Coordinator	\$165.00
Administration Staff	\$130.00

EXHIBIT F, consisting of attached page(s), referred to in and part of the **Agreement between Owner and Architect** dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Organization Chart/Key Personnel

[See attached Architect's Organization Chart/Key Personnel]

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ORGANIZATIONAL CHART

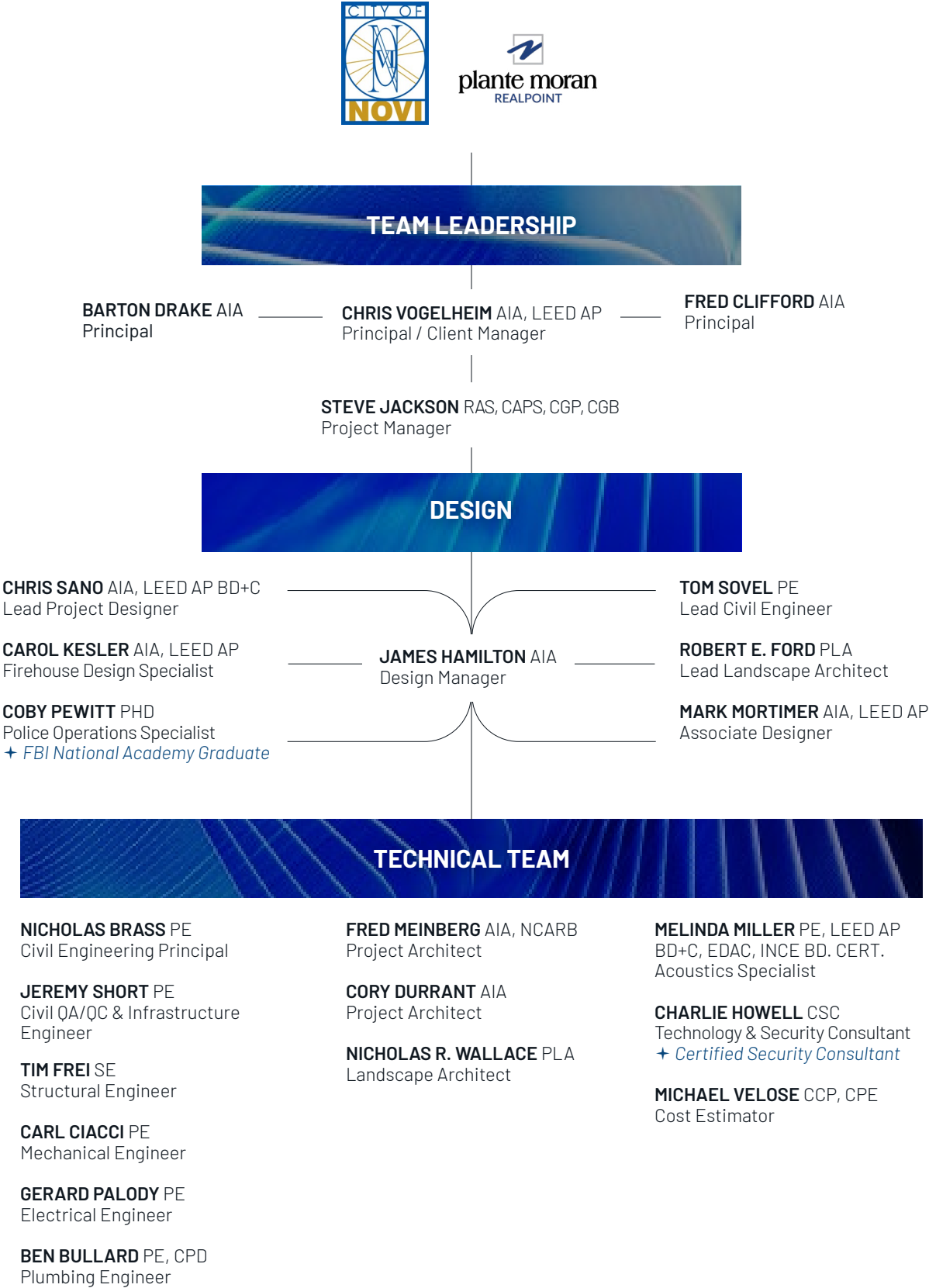


EXHIBIT G, consisting of attached
page(s), referred to in and part of the
Agreement between Owner
and Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Certificate(s) of Insurance

[See attached Certificate(s) of Insurance]

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EXHIBIT H, consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and Architect
dated October 7, 2025.

Initials

Owner: _____

Architect: CV

AIA Document G701-2017 Change Order Form

[See attached Change Order Form]

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DRAFT AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For:
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed-upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be unchanged by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	20.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

EXHIBIT I consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and Architect
dated October 7, 2025.

Initials

Owner: _____

Architect: CV

AIA Document G714-2017 Construction Change Directive Form

[See attached Construction Change Directive Form]

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DRAFT AIA[®] Document G714[™] – 2017

Construction Change Directive

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CCD INFORMATION:

Directive Number: 001

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

☒ Lump Sum decrease of \$0.00

☐ Unit Price of \$ per

☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: *The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.*

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE