

Additions and Deletions Report for

AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the 28 day of October in the year 2024

...

City of Pleasant Hill
203 Paul Street, Pleasant Hill, 64080

...

SFS Architecture
2100 Central Street, Suite 31
Kansas City, MO 64108

...

Design of renovations to the City of Pleasant Hill Police Station

PAGE 2

This Agreement is for the design of renovations to the City of Pleasant Hill Police Station, as further described in Article 3.

...

The Project shall include renovations to the City of Pleasant Hill Police Station including:

- Interior renovations for training room, to the dispatch and intake/holding,
- Performance Criteria for Building wide security system replacement
- Site/Civil and other interior improvements to eliminate ponding water in basement of facility.
- _____

This Agreement is for the design of such renovations, as further described in Article 3.

...

The City of Pleasant Hill Police Station is located at 300 Commercial Street, Pleasant Hill, Missouri 64080.

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The Owner's anticipated Total Program Budget (TPB) for this Project is \$1,250,000 which includes all costs including but not limited to: The Cost of the Work (Renovations and Sitework), Design Costs, Equipment, Furniture, Owner Direct Costs and contingencies. The Fee associated with the design services as further described in this Agreement

shall be as described in Article 11. The \$1,250,000 TPB does not include the cost for new roofing, valued at \$250,000 and not included as part of this agreement.

The TPB for this Project, or designated portion thereof, may be modified in writing only in the form of a Contract Amendment.

...

Exhibit A - Preliminary Design Services (dated October 17, 2024) shall be completed by December 23, 2024.

100% Construction Documents, for project bidding shall be completed by May 16, 2025.

.2 Construction commencement date:

July 15, 2025

...

.3 Substantial Completion date or dates:

February 13, 2026

...

Traditional Design, Bid, Build Delivery Method

...

Not Applicable

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NAVIGATE Building Solutions
8419 Manchester Road
Brentwood MO 63144

...

The Owner's Representative for the Project is NAVIGATE Building Solutions. NAVIGATE's Project Representative is Mr. Scott Vilas. Architect shall direct all communication to the Owner through NAVIGATE and shall take direction from NAVIGATE on behalf of the Owner, provided that only the Owner may agree to any Modifications to this Agreement, including adjustments to Architect's Fee for the Project. Only the Owner's City Administrator has the authority on behalf of the Owner to agree to any Modifications to this Agreement, with it being understood and agreed that any Modification to this Agreement must be executed by City Administrator on behalf of the Owner in order to be effective.

...

Surveying

~~.1~~ Geotechnical Engineer:

Environmental Assessment

.2 Civil Engineer:

.3 Other, if any:

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

Geotechnical Services if required.

...

Kwame W. Smith, Principal
SFS Architecture
2100 Central Street, Suite 31
Kansas City, Missouri 64108
(816) 541-2288
ksmith@sfsarch.com

...

Bob D. Campbell & Associates
4338 Belleview Avenue
Kansas City, MO 64111

...

PKMR Engineers
13300 W 98th St,
Lenexa, KS 66215

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PKMR Engineers
13300 W 98th St,
Lenexa, KS 66215

.4 Security, Low Voltage, AV Design:

Dewberry
1350 South Boulder Avenue, Suite 600
Tulsa, OK 74119-3209

.

.7 Civil Engineer:

Olsson
1301 Burlington Street
North Kansas City, Missouri 64116

...

Same as Consultants retained under Basic Services.

...

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model ~~shall be and without having~~ those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be, to the extent permitted by law, at the using or relying party’s sole risk and to the extent permitted by law, 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.

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§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$—One Million(\$ 1,000,000)~~ for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—)Two Million(\$2,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$—) per claim and (\$—Three Million (\$3,000,000)~~ in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Prior to commencing any work or services under this Contract, Architect shall furnish the Owner with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Architect’s insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the Owner shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Architect’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the insurance provisions identified herein. Certificates shall specifically cite the following provisions:

The Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions shall be named an Additional Insured under the following policies:

i. Commercial General Liability

ii. Auto Liability

iii. Excess Liability - Follow Form to underlying insurance.

- iv. Architect's insurance shall be primary insurance as respects performance of subject contract.
- v. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against the Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions for any claims arising out of work or services performed by Architect under this Contract.
- vi. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.
- vii. Certificate shall state the following: "Nothing contained in this policy will be construed to broaden the liability of the insured (City) beyond the provisions of Sections 537.600 to 537.610 of the Missouri Revised Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured (City) or its officers and employees"

§ 2.5.9 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

§ 2.5.10 The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the Cost of the Work defined by the last estimate agreed upon by all parties prior to Project Bidding. The Architect shall be responsible to redesign at its own expense to reduce scope to remain within the Cost of the Work.

§ 2.5.11 Drawings and Specifications issued in pdf format shall be indexed / bookmarked with drawing sheet number and name or specification section number and name.

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The Architect, in consideration of the Fee specified hereinafter in Article 11, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including but not limited to the disciplines below, and any others as necessary to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits:

- Program review and comment
- All Design services required to generate Construction Bid Documents for the minor renovations proposed – All Disciplines (Architecture, Interior Design, Mechanical, Electrical, Plumbing, Civil, Structural Engineering, Security/Low Voltage consultant)
- Budget and schedule review with NAVIGATE Building Solutions
- Fire Alarm (as required, No City Vendor involved) – as required to define and bid work required as a result of the minor renovations proposed.
- Fire Protection Engineering as required to define and bid work required as a result of the minor renovation work proposed.
- Low Voltage Design
 - a. Audio Visual Systems - \$5,000 Budget for Training Room
 - b. Telecom, Data modifications as required for the minor renovation work proposed. –

c. Review of Vendor Supplied Security Design .

- Furniture: Furniture layouts \$5,000 Budget for Training Room.
- Public Agency Interface: All pre-planning required for AHJ Approvals and permitting
- MEPFP, AV, Security System estimating by **Engineer of Record**.
- Code Analysis:
- Presentations to the City Council: Two Total Presentation/Updates
- Typical Construction Phase Administration

At the completion of the project, incorporate all project change directives (proposal requests, ASIs, CCDs) into the electronic project drawings and provide a final set to the Owner in both pdf and CAD format. § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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

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§ 3.4.6 During the Construction Documents Phase, the Owner's Representative may perform a constructability review of the documents to assess the completeness and quality of the documents. The review will be shared with the Architect in a written and/or graphic format of comments. Architect shall promptly review and respond to comments and incorporate the accepted recommendations into the Construction Documents.

...

§ 3.5.1.1 Architect shall produce a Conformance Set / For Construction Set of drawings and specifications, to incorporate all bid addenda and accepted bid alternates into the original bid set, within 30 days of bid day.

...

~~.2 organizing and conducting attending and assisting with a pre-bid conference for prospective bidders;~~

...

~~.4 organizing and conducting attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

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§ 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. Agreement and shall not have authority to enter into contracts on behalf of the Owner. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and Architect's consultants' and Architect's subcontractors' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.2.4 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 to the extent permitted by law, shall not be liable for results of interpretations or decisions

rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

...

§ 3.6.4.6 The Architect will not delegate submittal review to anyone outside of their immediate or consultant teams. Architect will not defer any inspections or submittal review to the Owner or Owner's Representative without prior written approval.

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

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§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect shall be responsible for a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies

§ 3.6.6.6 At the completion of the Project, incorporate all project change directives (proposal requests, ASIs, CCDs) into the electronic project drawings and provide a final set to the Owner in both pdf and CAD format.

§ 3.6.6.7 After completion of the Project, the Architect shall provide digital files of final, professional photos to the Owner and to NAVIGATE at no additional cost.

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<u>§ 4.1.1.1</u>	<u>Programming</u>	<u>Architect – as Basic Service (See Article 3.1)</u>
<u>§ 4.1.1.2</u>	<u>Multiple preliminary designs</u>	<u>NP</u>
<u>§ 4.1.1.3</u>	<u>Measured drawings</u>	<u>NP</u>
<u>§ 4.1.1.4</u>	<u>Existing facilities surveys</u>	<u>Architect – as Basic Service (See Article 3.1)</u>
<u>§ 4.1.1.5</u>	<u>Site evaluation and planning</u>	<u>NP</u>
<u>§ 4.1.1.6</u>	<u>Building Information Model management responsibilities</u>	<u>NP</u>
<u>§ 4.1.1.7</u>	<u>Development of Building Information Models for post construction use</u>	<u>NP</u>

§ 4.1.1.8 Civil engineering	<u>Architect – as Basic Service (See Article 3.1)</u>
§ 4.1.1.9 Landscape design	<u>Architect – as Basic Service (See Article 3.1)</u>
§ 4.1.1.10 Architectural interior design	<u>Architect – As Basic Service (See Article 3.1)</u>
§ 4.1.1.11 Value analysis	<u>NP</u>

...

§ 4.1.1.13 On-site project representation	<u>Architect – as Basic Service and only as defined in (See Article 4.2.3)</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect – as Basic Service</u>
§ 4.1.1.15 As-designed record drawings	<u>NP</u>
§ 4.1.1.16 As-constructed record drawings	<u>NP</u>

...

§ 4.1.1.18 Facility support services	<u>NP</u>
§ 4.1.1.19 Tenant-related services	<u>NP</u>

...

§ 4.1.1.21 Telecommunications/data design	<u>Architect – as Basic Service (See Article 3.1)</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect – as Basic Service (See Article 3.1)</u>
§ 4.1.1.23 Commissioning	<u>NP</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.25 Fast-track design services	<u>Architect – As Basic Service to meet Schedule Criteria set forth herein</u>

...

§ 4.1.1.27 Historic preservation	<u>NP</u>
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...

§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect – as Basic Service (See Article 3.1)</u>
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...

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below. See Article 3.1
(

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

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

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

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

...

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (—) Bi-weekly visits to the site by the Architect during ~~construction~~ construction. Architect to issue field report within 72 hours with pictures and comments of observations and/or corrective actions required.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.
- .5 Three (3) Subconsultant Site visits

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§ 4.2.5 If the services covered by this Agreement have not been completed within 7 (seven) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

...

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections ~~5.2, 6.4~~ and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the ~~Architect~~, Architect as defined in Section 6.3, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. For each design phase deliverable the Architect shall provide an estimate from the Engineer of Record for the Mechanical, Plumbing, Fire Protection, Electrical, Low Voltage Systems (Audio Visual, Security, Voice/Data) ., Furthermore, the Architect shall collaborate with and review Navigate Building Solutions' estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.

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

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

...

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

All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of service to others under any circumstances, and to the extent permitted by law, to hold harmless the Architect for any re-use of the Instruments of service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

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

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

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

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

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

§ 7.2 The provisions of this Article 7 shall survive the termination of this Agreement. All provisions in this Agreement obligating the Owner to indemnify or limit the liability of the Architect, subcontractors, the Contractor, or any other third parties are agreed to only to the extent permitted by law.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1, the 17th Circuit Court of Cass County, Missouri, or the federal Western District of Missouri, whichever jurisdiction applies. This Agreement shall be governed by the laws of Missouri.

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

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

§ 8.2 Mediation

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

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

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

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

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

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

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

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

~~.1 — Termination Fee:~~

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

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

...

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

§ 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~~ Construction, except in the case that a different definition is provided in this Agreement, which shall apply if applicable.

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

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in ~~Section 10.8.1~~ 10.8.1, except that the City may disclose such information pursuant to a records request under Chapter 610, RSMo., or as may be required by a court order, subpoena, or law. This Section 10.8 shall survive the termination of this Agreement.

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

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

...

§ 11.1 For the Architect's Basic Services described under Article 3, and supplemental services defined in Article 4.1 the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
____ (Insert percentage value)

____ (Twelve (12) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation) **11.2 For the Architect's Preliminary Services defined in Exhibit A – Preliminary Design Services, Owner shall compensate the Architect a stipulated sum of Twenty Seven Thousand, Five Hundred and Sixty Dollars. (\$27,560)**
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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as ~~follows;~~ mutually agreed upon, prior to the performance of services, by Owner and Architect.
(Insert amount of, or basis for, compensation.)

...

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

Schematic Design Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Procurement Phase	<u>Ten</u>	percent (<u>10</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

...

- .12 Other similar Project-related ~~expenditures~~expenditures
- .13. Architect shall provide owner with 2 full size and 2 half size sets of documents at each design milestone.
- .14 Architect shall provide to Navigate Building Solutions one half size set and one full size set of documents at each design milestone.
- .15 Anticipated Design Milestones are: Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.

§ 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. Reimbursables shall not exceed five thousand dollars \$5000.00

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

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

...

§ 11.10.1.1 An initial payment of Zero (\$ 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 final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—thirty~~(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % per month

...

The Architect shall indemnify and hold the Owner and the Owner's officers and employees and NAVIGATE Building Solutions harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend (except with respect to matters covered by the Architect's comprehensive general liability policy).

- .2 ~~Building Information Modeling Exhibit, if completed:~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

NA

[X] Other Exhibits incorporated into this Agreement:

Exhibit A – Preliminary Design Services

Exhibit B – Preliminary Work Plan

Exhibit C – Hourly Billing Rates

NA

Kerry K. Newman Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jennifer N Kissinger, Director NAVIGATE Building Solutions, LLC, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:15:59 ET on 10/24/2024 under Order No. 4104250575 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)